

STATE OF SOUTH CAROLINA

(Caption of Case)

IN RE:

Application of Act of Class
Relocation, Inc. for a Class E
Household Goods Certificate of
Public Convenience And Necessity
for Operation of Motor Vehicle
Carrier.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

AUG 15 2007

DOCKET
NUMBER: 2007 - 97 - T

(Please type or print)

Submitted by: Benjamin P. Mustian

SC Bar Number: 68269

Telephone: 803-252-3300

Fax: 803-771-2410

Address: Post Office Box 8416

Columbia, SC 29202

Other:

Email: bmustian@willoughbyhoefer.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input checked="" type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form

WILLOUGHBY & HOEFER, P.A.

ATTORNEYS & COUNSELORS AT LAW

930 RICHLAND STREET

P.O. BOX 8416

COLUMBIA, SOUTH CAROLINA 29202-8416

MITCHELL M. WILLOUGHBY
JOHN M.S. HOEFER
ELIZABETH ZECK*
RANDOLPH R. LOWELL
NOAH M. HICKS II**
BENJAMIN P. MUSTIAN
M. McMULLEN TAYLOR

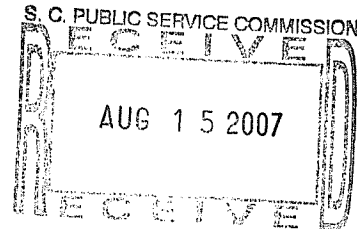
*ALSO ADMITTED IN TX

**ALSO ADMITTED IN VA

August 15, 2007

VIA HAND-DELIVERY

The Honorable Charles L.A. Terreni
Chief Clerk / Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29211



RE: Application of Act of Class Relocation, Incorporated for a Class E (Household Goods)
Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle
Carrier; Docket No. 2007-97-T

Dear Mr. Terreni:

As you are aware, the Public Service Commission of South Carolina ("Commission") held a hearing yesterday, August 14, 2007, in the above-captioned matter. During the proceeding, the Commission requested copies of the Applicant's current insurance policies. Given the size of the documents, I have attached one copy of the policies for the Commission's review; however, I will be glad to provide additional copies if the Commission so requests.

By copy of this letter, I am serving a copy of these documents upon all parties of record and enclose a Certificate of Service to that effect. I would appreciate your acknowledging receipt of these documents by date-stamping the extra copy that is enclosed and returning it to me via our courier.

If you have any questions or if you need any additional information, please do not hesitate to contact us.

Sincerely,

WILLOUGHBY & HOEFER, P.A.

Benjamin P. Mustian

Enclosure

cc: C. Lessie Hammonds, Esquire
John J. Pringle, Jr., Esquire
(via first class mail with enclosure)

RECEIVED

AUG 16 2007

RETURN DATE: W/A
SERVICE: ok tod

PSC SC
DOCKETING DEPT.

COPY 187801

Posted: tod

Dept: S.A.

Date: 8/16/07

Time: 11:40

AREA CODE 803
TELEPHONE 252-3300
TELECOPIER 256-8062

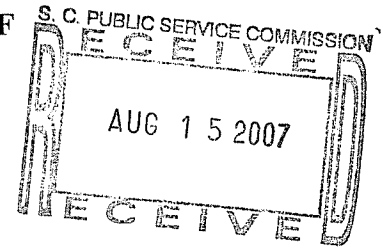
TRACEY C. GREEN
SPECIAL COUNSEL

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2007-97-T



IN RE:

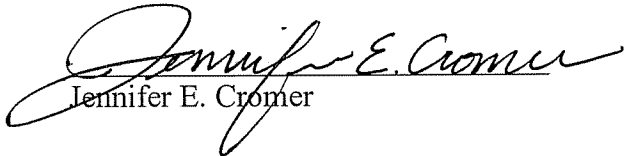
Application of Act of Class)
Relocation, Inc. for a Class E)
Household Goods Certificate of)
Public Convenience And Necessity)
for Operation of Motor Vehicle)
Carrier.)
_____)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of the **Late Filed Exhibit** by placing same in the care and custody of the United States Postal Service with first class postage affixed thereto and addressed as follows:

C. Lessie Hammonds, Esquire
Office of Regulatory Staff
Post Office Box 11263
Columbia, South Carolina 29211

John J. Pringle, Jr., Esquire
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202


Jennifer E. Cromer

Columbia, South Carolina
This 15th day of August, 2007.

TABLE OF CONTENTS

1. Truckers Policy
2. Commercial Policy
3. Movers' and Warehousemen's Liability Policy



A STOCK INSURANCE COMPANY (HEREIN) CALLED THE COMPANY

One Premier Drive • P.O. Box 26352
St. Louis, Missouri 63026-1552

TRUCKERS POLICY

THIS POLICY JACKET WITH THE COMMON POLICY FORM, DECLARATIONS, COVERAGE PARTS
AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

**VANLINER INSURANCE COMPANY PROVIDES LOSS PREVENTION
INFORMATION AND SERVICES FREE OF CHARGE, UPON REQUEST.**

**FOR INFORMATION, TO REQUEST LOSS PREVENTION ASSISTANCE,
TO MAKE CHANGES TO THIS POLICY, OR TO MAKE A COMPLAINT,
CALL 1-800-325-3619 OR FAX 636-349-3846.**

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law,
this policy shall not be valid unless countersigned by our authorized representative.

Assistant Secretary

Executive Vice President & Chief Operating Officer

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number	Policy Period	
	From	To
TRV 4980500 00	05/29/2007	05/29/2008
12:01 A.M. Standard Time at the described location		

Transaction

POLICY DECLARATION

Named Insured and Address	ROBERTS & DENNIS INSURANCE GROUP POST OFFICE BOX 29368 901 BATTLEGROUND AVENUE GREENSBORO, NC 27429-9368 (336) 378-1871 FAX (336) 275-1776 Telephone: 336-378-1871 0000294
ACT OF CLASS RELOCATION, INC. 290 UNIONVILLE INDIAN TRAIL RD INDIAN TRAIL NC 28079	
Business Description MOVING & STORAGE	Type of Business CORPORATION

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVERED AUTO Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	41 47 50	\$ 1,000,000 per accident	\$ 16,578
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each PIP endorsement minus \$ Ded.	
ADDED PERSONAL INJURY PROT. (or equivalent No-fault coverage)		Separately stated in each Added PIP endorsement	
PROPERTY PROTECTION INS. (MI ONLY)		Separately Stated In The P.P.I. Endorsement Minus \$ Ded. For Each Accident	
AUTO MEDICAL PAYMENTS		\$ Each Accident	
UNINSURED MOTORISTS	45	\$ 85,000 Each Accident	\$ 247
UNDERINSURED MOTORISTS (When not included in UM Coverage)		\$ Each Accident	
TRAILER INTERCHANGE	We Strongly Recommend Higher Liability Insurance Limits.		
	Actual Cash Value, Cost of Repair or \$ whichever is less		
	Actual Cash Value, Cost of Repair or \$ whichever is less, minus \$25 Deductible for loss caused by mischief or vandalism		
PHYSICAL DAMAGE	COMPREHENSIVE	46 47	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto, but no deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos". \$ 424
	SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 deductible for each covered auto for loss caused by mischief or vandalism. See ITEM FOUR for hired or borrowed "autos".
	COLLISION	46 47	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto. See ITEM FOUR for hired or borrowed "autos". \$ 1,705
TOWING AND LABOR		\$ for each disablement of a private passenger "auto"	
Premium for Endorsements			
Terrorism Risk Insurance Act			
Estimated Total Premium			\$ 18,954

and Endorsements Applicable to this Coverage Part.
Attached Schedule.

Countersigned this Day of

Issued Date: 06/12/2007

VIC-98-0201 10 98

INSURED

Authorized Representative

Page 1 of 1

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number:	TRV 4980500 00
Named Insured:	ACT OF CLASS RELOCATION, INC.
Agent:	ROBERTS & DENNIS INSURANCE GRO 0000294

M THREE - SCHEDULE OF COVERED AUTOS YOU OWN

EFFECTIVE DATE: 05/29/2007
12:01 A.M., STANDARD TIME

ABSENCE, IF ANY OF A LIMIT ENTRY MEANS THAT THE LIMIT ENTRY SHOWN IN THE CORRESPONDING ITEM TWO OF THE DECLARATIONS LIMIT COLUMN APPLIES INSTEAD.

UNIT NO: 00001
DESCRIPTION: 1998 INTERNATIONAL TRACTOR
RISK STATE NO: NC
COST NEW: \$ 30,000
TERRITORY: 024
AGE GROUP: 0
ZONE COMBINATION: 47 / 42
VIN NO: 2HSFMAMR8WC044933
CLASS CODE: 50699
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$4,175
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 17
Comprehensive	ACV	\$1,000	\$ 225
Collision	ACV	\$1,000	\$ 500

UNIT NO: 00002
DESCRIPTION: 1998 INTERNATIONAL STR TRUCK
RISK STATE NO: NC
COST NEW: \$ 45,000
TERRITORY: 024
AGE GROUP: 0
ZONE COMBINATION: /
VIN NO: 1HTSDAAL9WH522179
CLASS CODE: 33599
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23
Comprehensive	ACV	\$1,000	\$ 36
Collision	ACV	\$1,000	\$ 212

UNIT NO: 00003
DESCRIPTION: 1998 INTERNATIONAL STR TRUCK
RISK STATE NO: NC
COST NEW: \$ 45,000
TERRITORY: 024
AGE GROUP: 0
ZONE COMBINATION: /
VIN NO: 1HTSDAANXWH582022
CLASS CODE: 33599
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23
Comprehensive	ACV	\$1,000	\$ 36
Collision	ACV	\$1,000	\$ 212

UNIT NO: 00004
DESCRIPTION: 1998 INTERNATIONAL STR TRUCK
RISK STATE NO: NC
COST NEW: \$ 45,000
TERRITORY: 024
AGE GROUP: 0
ZONE COMBINATION: /
VIN NO: 1HTSCABM4WH541197
CLASS CODE: 33599
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202

NOT STATED IN EACH APPLICABLE P.I.P. OR P.P.I. ENDORSEMENT

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Issued Date: 06/12/2007

VIC-98-0108-2 10 98

INSURED

Page 1 of 4

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number: TRV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

M THREE - SCHEDULE OF COVERED AUTOS YOU OWN

EFFECTIVE DATE: 05/29/2007

12:01 A.M., STANDARD TIME

ABSENCE, IF ANY OF A LIMIT ENTRY MEANS THAT THE LIMIT ENTRY SHOWN IN THE CORRESPONDING ITEM TWO OF THE DECLARATIONS LIMIT COLUMN APPLIES INSTEAD.

Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23
Comprehensive	ACV	\$1,000	\$ 36
Collision	ACV	\$1,000	\$ 212

UNIT NO: 00005	ZONE COMBINATION: /
DESCRIPTION: 1984 INTERNATIONAL STR TRUCK	VIN NO: 1HTLDUXN2EHA56644
RISK STATE NO: NC	CLASS CODE: 33599
COST NEW:	PREM. BASIS AMT:
TERRITORY: 024	
AGE GROUP: 2	

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23

UNIT NO: 00006	ZONE COMBINATION: /
DESCRIPTION: 1995 INTERNATIONAL STR TRUCK	VIN NO: 1HTSDAAN8SH244760
RISK STATE NO: NC	CLASS CODE: 33599
COST NEW: \$ 49,000	PREM. BASIS AMT:
TERRITORY: 024	
AGE GROUP: 2	

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23
Comprehensive	ACV	\$1,000	\$ 31
Collision	ACV	\$1,000	\$ 177

UNIT NO: 00007	ZONE COMBINATION: /
DESCRIPTION: 2007 INTERNATIONAL STR TRUCK	VIN NO: 1HTMMAAN87H428631
RISK STATE NO: NC	CLASS CODE: 33599
COST NEW: \$ 70,000	PREM. BASIS AMT:
TERRITORY: 024	
AGE GROUP: 1	

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23
Comprehensive	ACV	\$1,000	\$ 60
Collision	ACV	\$1,000	\$ 392

NOT STATED IN EACH APPLICABLE P.I.P. OR P.P.I. ENDORSEMENT

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Issued Date: 06/12/2007

VIC-98-0108-2 10 98

INSURED

Page 2 of 4

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number: TRV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

M THREE - SCHEDULE OF COVERED AUTOS YOU OWN

EFFECTIVE DATE: 05/29/2007
12:01 A.M., STANDARD TIME

ABSENCE, IF ANY OF A LIMIT ENTRY MEANS THAT THE LIMIT ENTRY SHOWN IN THE CORRESPONDING ITEM TWO OF THE DECLARATIONS LIMIT COLUMN APPLIES INSTEAD.

UNIT NO: 00008	ZONE COMBINATION: /		
DESCRIPTION: 1994 FORD E350 VAN	VIN NO: 1FTFS24Y5RHA05516		
RISK STATE NO: NC	CLASS CODE: 33599		
COST NEW:	PREM. BASIS AMT:		
TERRITORY: 024			
AGE GROUP: 2			
*** COVERAGES ***			
COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23

UNIT NO: 00009	ZONE COMBINATION: /		
DESCRIPTION: 1986 GMC VAN	VIN NO: 1GTDM15Z2GB528222		
RISK STATE NO: NC	CLASS CODE: 33599		
COST NEW:	PREM. BASIS AMT:		
TERRITORY: 024			
AGE GROUP: 2			
*** COVERAGES ***			
COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23

UNIT NO: 00010	ZONE COMBINATION: /		
DESCRIPTION: 1987 CHEVY VAN	VIN NO: 2GCEG25H2H4105326		
RISK STATE NO: NC	CLASS CODE: 33599		
COST NEW:	PREM. BASIS AMT:		
TERRITORY: 024			
AGE GROUP: 2			
*** COVERAGES ***			
COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$1,202
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23

UNIT NO: 00011	ZONE COMBINATION: /		
DESCRIPTION: 1992 FORD F150 PICKUP TRUCK	VIN NO: 1FTEE14NXNHA36161		
RISK STATE NO: NC	CLASS CODE: 03599		
COST NEW:	PREM. BASIS AMT:		
TERRITORY: 024			
AGE GROUP: 2			
*** COVERAGES ***			
COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$ 948
Uninsured Motorist Insurance	\$ 85,000	\$ 100	\$ 23

IT STATED IN EACH APPLICABLE P.I.P. OR P.P.I. ENDORSEMENT

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Issued Date: 06/12/2007

VIC-98-0108-2 10 98

INSURED

Page 3 of 4

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number:	TRV 4980500 00
Named Insured:	ACT OF CLASS RELOCATION, INC.
Agent:	ROBERTS & DENNIS INSURANCE GRO 0000294

M THREE - SCHEDULE OF COVERED AUTOS YOU OWN

EFFECTIVE DATE: 05/29/2007
12:01 A.M., STANDARD TIME

ABSENCE, IF ANY OF A LIMIT ENTRY MEANS THAT THE LIMIT ENTRY SHOWN IN THE CORRESPONDING ITEM TWO OF THE DECLARATIONS LIMIT COLUMN APPLIES INSTEAD.

UNIT NO: 00012
DESCRIPTION: 2004 SLTP TRAILER
RISK STATE NO: NC
COST NEW:
TERRITORY: 024
AGE GROUP: 4
ZONE COMBINATION: /
VIN NO: 5NHUFE4244U311208
CLASS CODE: 68599
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$ 86

UNIT NO: 00013
DESCRIPTION: 1976 MATLOCK TRAILER
RISK STATE NO: NC
COST NEW:
TERRITORY: 024
AGE GROUP: 2
ZONE COMBINATION: /
VIN NO: 4055 99993218904
CLASS CODE: 68599
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$ 86

UNIT NO: 00014
DESCRIPTION: 1988 KENTUCKY TRAILER
RISK STATE NO: NC
COST NEW:
TERRITORY: 024
AGE GROUP: 2
ZONE COMBINATION: /
VIN NO: 1KKVD5327JL081458
CLASS CODE: 68599
PREM. BASIS AMT:

*** COVERAGES ***

COVERAGE TYPE	COVERAGE LIMIT	DEDUCTIBLE	PREMIUM
Liability	\$ 1,000,000	\$1,000	\$ 86

IT STATED IN EACH APPLICABLE P.I.P. OR P.P.I. ENDORSEMENT

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Issued Date: 06/12/2007

VIC-98-0108-2 10 98

INSURED

Page 4 of 4

vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number:	TRV 4980500 00
Named Insured:	ACT OF CLASS RELOCATION, INC.
Agent:	ROBERTS & DENNIS INSURANCE GRO 0000294

LOSS PAYEE

XCEPT FOR TOWING, ALL PHYSICAL DAMAGE LOSS IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED
ELOW AS INTERESTS MAY APPEAR AT THE TIME OF THE LOSS.

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

TRUCKERS DECLARATIONS

Policy Number:	TRV 4980500 00
Named Insured:	ACT OF CLASS RELOCATION, INC.
Agent:	ROBERTS & DENNIS INSURANCE GRO 0000294

ITEM FOUR:

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIABILITY COVERAGE IS PRIMARY)	ESTIMATED PREMIUM
NC				\$ 270
TOTAL PREMIUM				\$ 270

The Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of Hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE				
COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$ 100,000 whichever is less minus \$ Ded. for each covered auto. But no deductible applies to loss caused by fire or lightning.			
SPECIFIED CAUSES OF LOSS	Actual Cash Value, Cost of Repairs or \$ 100,000 whichever is less minus \$25 Ded. for each covered auto for loss caused by mischief or vandalism			
COLLISION	Actual Cash Value, Cost of Repairs or \$ 100,000 whichever is less minus \$ Ded. for each covered auto.			
TOTAL PREMIUM				\$ 270

ITEM FIVE:

SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	25	\$ 109
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
			\$ 109

One Premier Drive
St. Louis, MO 63026

Policy Number:	TRV 4980500 00
Named Insured:	ACT OF CLASS RELOCATION, INC.
Agent:	ROBERTS & DENNIS INSURANCE GRO 0000294

COVERAGES	LIMIT OF INSURANCE	DAILY RATE	ESTIMATED PREMIUM
COMPREHENSIVE	STATED IN ITEM TWO		
SPECIFIED CAUSES OF LOSS			
COLLISION			
		TOTAL PREMIUM	

Estimated Yearly Gross Receipts	RATES		PREMIUMS	
	Per \$100 of Gross Receipts			
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
	TOTAL PREMIUMS			
	MINIMUM PREMIUMS			

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- E. Warehouse storage fees.

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

FORM INVENTORY SCHEDULE

Policy Number: TRV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

FORMS INVENTORY

TRUCKERS FORMS

CA9916 (12/93)	FORM F (06/71)	MCS-90 (03/96)	VL4064 (03/89)	CA0301 (03/06)
CA0012 (03/06)	CA0126 (03/01)	IL0017 (11/98)	IL0021 (07/02)	IL0003 (07/02)
VL4227 (04/04)	VL4226 (04/04)	VL4235 (04/04)	VL4042 (10/00)	CA2384 (01/06)
ILN001 (09/03)	CAU003 (03/07)	CA2116 (03/06)		

PRIVACY POLICY

A. INTRODUCTION

We are sending this Privacy Policy to explain how Vanliner Group, Inc., Vanliner Insurance Company and TransProtection Service Company (hereinafter referred to as Vanliner) handle and protect personal information about you. Be assured that at Vanliner, keeping personal information secure is a priority. This Privacy Policy will explain how we utilize personal information, including the possible disclosure of that information to third parties.

At Vanliner, we strive to meet your expectations for privacy while still managing information to properly conduct our business and to serve you to our fullest potential. There are occasions when information must be disclosed to fulfill your requests, to deliver products and services, to administer and update policies and to comply with laws and regulations. Keep in mind that information sharing can be very important for meeting your needs and providing you with excellent and consistent quality service.

Please take a few minutes to review the contents of this brochure. If you have any questions concerning this Privacy Policy and how it may affect you, please write us at: One Premier Drive, Fenton, MO 63026.

B. INFORMATION SECURITY IS A PRIORITY

The security of personal information is one of Vanliner priorities. You may be assured that we regularly review our security practices to protect against unauthorized access to information. We restrict access to your personal information to those employees who need to know that information in the course of performing their jobs. We maintain physical, electronic and procedural safeguards that further protect your personal information.

C. PERSONAL INFORMATION COVERED BY THIS PRIVACY POLICY

Our Privacy Policy applies to all personal information that is obtained by Vanliner in connection with providing insurance coverage. Specifically, this includes individually identifiable information about your character, habits, finances, occupation, general reputation, credit, health, or other personal characteristics, including your name, address and medical information.

D. PERSONAL INFORMATION WE COLLECT

In order to properly serve you and to effectively and efficiently operate, we collect certain types of personal information about you, which may come from the following sources:

1. Information that you provide us, whether on applications, forms, in writing, over the telephone, electronically or by other means. This information may include your name, address, employment information, financial information, and claim information. It may also include health information such as individual medical records or information about an illness, disability or injury. This information could concern your application for an insurance policy or your utilization of an existing insurance policy, either through the claims process or otherwise.

2. Information that we receive from other sources about you. This may include information received from your employer, your health care providers and other third parties. Again, the information received from other sources may include individual medical records or information about an illness, disability or injury. This information could concern your application for an insurance policy or your utilization of an existing insurance policy, either through the claims process or otherwise. Note that information obtained from a report by an insurance support organization may be retained by that organization and disclosed to other persons.
3. Information that we receive from public sources, which may include telephone numbers, addresses, court records or other public records.

At Vanliner, we do not disclose personal information except as permitted or required by law.

E. TYPES OF INFORMATION DISCLOSURE DONE BY VANLINER

(1.) DISCLOSURE WITHIN THE VANLINER AFFILIATED FAMILY

We may disclose personal information to our affiliates in accordance with law.

(2.) DISCLOSURE TO NON - AFFILIATED THIRD PARTIES

To serve you and to properly administer our business, we may also disclose personal information to non-affiliated third parties, including other insurance companies, agents, brokers, administrators and service providers. We may also disclose personal information to non-affiliated third parties who are assisting us by performing services or functions, such as marketing our products and services, conducting surveys or performing audits.

(3.) OTHER INFORMATION DISCLOSURE

We may disclose personal information to companies or organizations outside the Vanliner family as required or permitted by law. For example, we may disclose personal information as required to respond to a subpoena, to respond to insurance regulatory authorities, or to service your policy.

F. PERMITTED DISCLOSURES OF PERSONAL INFORMATION

Vanliner is permitted by law to disclose some personal information obtained in connection with an insurance transaction without your prior authorization. Such permitted disclosures could occur in the context of claims adjusting, van line qualification or when revising or changing an agency contract. These permitted disclosures include:

- a. Disclosure to a third party other than an insurance institution, agent or insurance support organization if reasonably necessary for that person to perform a business, professional or insurance function for Vanliner and that person agrees not to further disclose the personal information without your written authorization. (However, further disclosure without your written authorization is permitted if it is reasonably necessary for the business, professional or insurance function that person is performing for Vanliner or if further disclosure would be permissible if made by an insurance institution, agent or insurance support organization.)

- b. Disclosure to a third party other than an insurance institution, agent or insurance support organization which enables the third party to provide Vanliner information it requires to determine your eligibility for an insurance benefit or payment.
- c. Disclosure to a third party other than an insurance institution, agent or insurance support organization for the purpose of detecting or preventing criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction.
- d. Disclosure to an insurance institution, agent, insurance support organization or self-insurer if the information is reasonably necessary to detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure concerning an insurance transaction.
- e. Disclosure to an insurance institution, agent, insurance support organization or self-insurer if the information is reasonably necessary for either Vanliner or the other party receiving the information to perform their job with regards to an insurance transaction.
- f. Disclosure to a medical professional or medical institution to verify insurance coverage or benefits, informing an individual of a medical problem of which they may be unaware, or conducting operations audit or service audit. However, Vanliner is limited to only disclose enough information reasonably needed to accomplish these purposes.
- g. Disclosure to an insurance regulatory authority.
- h. Disclosure to a law enforcement or related governmental authority to protect Vanliner interests in preventing or prosecuting fraud or if Vanliner reasonably believes you may have broken the law in some other way.
- i. Disclosure to conduct actuarial or research studies provided no individual information is identified in the actuarial or research report. Materials which identify you must be returned to Vanliner or destroyed when no longer needed. The actuarial or research institution must agree not to further disclose the information unless further disclosure would be permitted if done by an insurance institution, agent or insurance support organization.
- j. Disclosure to a person or business for the sole purpose of marketing a product or service as long as no medical information is disclosed. Further, personal information concerning your character, personal habits, general reputation, mode of living or a classification derived from the information may not be disclosed. Further, an opportunity must be given for you to tell us you do not want personal information disclosed for this purpose and have not done so.
- k. Disclosure to an affiliate who will use the information in auditing Vanliner.
- l. Disclosure of nonmedical personal information to an affiliate who will use the information in marketing an insurance product or service. The affiliate must agree not to further disclose the information. Medical information may be disclosed for this purpose only with your written permission.
- m. Disclosure to a group insurance policyholder to report claims experience or audit Vanliner services. Only information reasonably needed for this review or audit may be disclosed.

- n. Disclosure pursuant to your written authorization.
- o. Disclosure pursuant to your written authorization but submitted by another insurance institution, agent or insurance support organization, if this authorization meets legal guidelines imposed on the insurance industry.
- p. Disclosure pursuant to a written authorization signed by you but submitted by someone other than that noted in subsection (o.) immediately above, if this authorization is dated and disclosure is sought within one year of the authorization date .

G. YOUR PRIVACY OPTIONS

For Vanliner to obtain additional personal information other than that listed previously, we need your prior authorization.

For Vanliner to disclose personal information other than that listed previously, we also need your authorization.

H. ACCESS TO PERSONAL INFORMATION

If you request in writing access to specific and reasonably retrievable personal information about yourself, and you have identified yourself in such a way so that we believe no unauthorized party is fraudulently attempting to review your personal information we, or another entity authorized to act on our behalf, will:

- (1) Inform you of the nature and substance of the requested personal information. We may do this in writing, by telephone or by another means of communication.
- (2) Allow you to personally inspect and copy the requested personal information or send to you via U.S. Mail a copy of the requested personal information. We may charge a reasonable fee for this service, and we may employ an insurance support organization to perform the copying and requested disclosure of your personal information.
- (3) Tell you to whom Vanliner has disclosed the requested personal information in the preceding two (2) years. If this is not discernible, we will tell you who normally would receive this type of information.
- (4) Tell you from where Vanliner obtained the requested personal information if from an institutional source.
- (5) Provide to you a summary of the procedures used to correct, amend or delete the requested personal information.

**** Note:** If the information you request is medical information which has been supplied to Vanliner by a medical professional or institution, we may give the information and the source of the information either directly to you or to a medical professional designated by you if this medical professional is licensed to provide medical care with respect to the medical condition to which the personal information relates. If we choose to provide the information to your designated medical professional, we will give you notice the requested information has been so disclosed.

**** Note:** The rights of access noted within this section only apply to information concerning natural persons which has been collected and maintained in connection with an insurance transaction. This section does not apply to personal information collected concerning possible or existing claims, civil proceedings or criminal proceedings.

I. CORRECTION OF PERSONAL INFORMATION

If you request in writing that we correct, amend or delete specific personal information about you that we have in our possession, we will:

- (1) Correct, amend or delete the personal information as requested. If we do this, we will notify you in writing of the change. We will also send notice of the correction, amendment or deletion to:
 - a. any person you designate who may have received this particular information within the preceding two years,
 - b. any insurance support organization that mainly receives personal information from insurance institutions if this support organization has been provided the prior version of the personal information within the preceding seven (7) years and if this support organization currently maintains recorded personal information about you,
 - c. any insurance support organization that furnished to Vanliner the information which has now been corrected, amended or deleted.
- (2) Notify you in writing of our refusal to correct, amend or delete the personal information within Vanliner possession, explain to you the reasons for this refusal, and inform you of your right to file with Vanliner a concise statement clearly illustrating what you believe is the correct information and why you disagree with Vanliner refusal to correct, amend or delete certain information. If you file such a statement, Vanliner shall:
 - a. file the statement along with the disputed personal information and make the statement available to those seeking access to the disputed personal information,
 - b. when subsequently disclosing the disputed personal information, clearly identify the disputed matter and provide your statement along with the disputed personal information,
 - c. provide your statement to any person you designate who may have received this particular information within the preceding two (2) years,
 - d. provide your statement to any insurance support organization that mainly receives personal information from insurance institutions if this support organization has been provided the disputed personal information within the preceding seven (7) years and if this support organization currently maintains recorded personal information about you,
 - e. provide your statement to any insurance support organization that furnished to Vanliner the disputed information.

**** Note:** The rights discussed in this section apply to information concerning natural persons which has been collected and maintained in connection with an insurance transaction. This section does not apply to personal information collected concerning possible or existing claims, civil proceedings or criminal proceedings.

TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI Definitions.

SECTION I COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
41	Any "Autos"	
42	Owned "Autos" Only	Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
43	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
44	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.
45	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
46	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
47	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
48	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
49	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
50	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
59	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 41, 42, 43, 44, 45 or 59 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
 - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
 - (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.

d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":

- (1) Is being used exclusively in your business as a "trucker"; and
 - (2) Is being used pursuant to operating rights granted to you by a public authority.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- a. Any "trucker" or his or her agents or "employees", other than you and your "employees":
 - (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.
- b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (1) Is being transported by the carrier; or
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following applies as Supplementary Payments. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

C. Limit Of Insurance And Deductible

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the "loss".
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
3. The Limit of Insurance shown in the Declarations.

SECTION IV PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing Private Passenger Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage Hitting A Bird Or Animal Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.
- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V TRUCKERS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
 - b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.
- 4. Loss Payment Physical Damage Coverages**
- At our option we may:
- a. Pay for, repair or replace damaged or stolen property;
 - b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
 - c. Take all or any part of the damaged or stolen property at an agreed or appraised value.
- If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance Primary And Excess Insurance Provisions

- a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:
 - (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".
- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- d. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the "private passenger" type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured Contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- N. "Property damage" means damage to or loss of use of tangible property.
- O. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or

- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- P. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
 - Q. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.
 - R. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NORTH CAROLINA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Carolina, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:
 - a. \$30,000 for "bodily injury" to any one person caused by any one "accident";
 - b. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
 - c. \$25,000 for "property damage" caused by any one "accident."

This provision will not change the limit of insurance.

2. If the policy provides Liability Coverage only for owned "autos," a temporary substitute for one of these will also be considered a covered "auto," subject to the following provisions:
 - a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
 - b. The temporary substitute must be owned by someone other than you or a member of your household.
 - c. The temporary substitute must be with the permission of the owner.
 - d. The Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph A.3., **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**, is replaced by the following:

Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

C. Changes in Uninsured Motorists Coverage

The Limit Of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by North Carolina law as follows:

1. \$30,000 for "bodily injury" to any one person caused by any one "accident";
2. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$25,000 for "property damage" caused by any one "accident."

This provision will not change the total limit of insurance.

D. Auto Medical Payments Coverage

Exclusion C.5. of Auto Medical Payments Coverage, relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos," applies only if workers' compensation benefits are available.

E. Changes in Garagekeepers Coverage

If the policy provides Garagekeepers coverage, any deductible will apply only to the amount of "loss" and will not reduce the limit of insurance.

F. Changes in Conditions

1. Paragraph 2. of the **Cancellation Common Policy** Condition is replaced by the following:

We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

- a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:
 - (1) Expiration of the policy term; or
 - (2) Anniversary date,stated in the policy only for one or more of the following reasons:
 - (a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.
 - (b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.
 - (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.

- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk.
- (e) A fraudulent act against us by the "insured" or his or her representative that materially affects the insurability of the risk.
- (f) Willful failure by the "insured" or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
- (h) Conviction of the "insured" of a crime arising out of acts that materially affect the insurability of the risk.
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days notice at the last address known to us:

- (1) Nonpayment of premium.
- (2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
- (3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds."
- (4) This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance Facility, the following provisions are added and supersede any other provisions to the contrary:

G. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - a. Expiration of the policy if it has been written for one year or less; or
 - b. Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.
2. We need not mail or deliver the notice of nonrenewal if you have:
 - a. Insured property covered under this policy under any other insurance policy;
 - b. Accepted replacement coverage; or
 - c. Requested or agreed to nonrenewal of this policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The written notice of cancellation or nonrenewal will:
 - a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
 - b. State the reason or reasons for cancellation or nonrenewal.
5. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

H. Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

1. Nonpayment of premium.
2. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
3. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds."

4. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.
5. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

I. Common Policy Condition B. Changes, is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. Loss Condition 1., Appraisal For Physical

Damage Loss, is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision, in writing, agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

K. Changes in General Conditions

Paragraph 2. of the **Concealment, Misrepresentation or Fraud** General Conditions is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

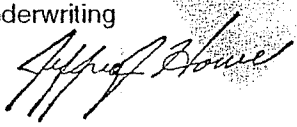
DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ACT OF CLASS RELOCATION, INC.	
Endorsement Effective Date: 05/29/2007	
Countersignature Of Authorized Representative	
Name:	Jeffrey Howe
Title:	Director of Underwriting
Signature:	
Date:	06/12/2007

SCHEDULE

Liability Deductible:	\$	Per "Accident"
"Property Damage" Deductible:	\$ 1,000	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Liability Coverage is changed as follows:

A. Liability Coverage Deductible

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Liability Coverage

Deductible The damages that would otherwise be payable under Liability Coverage for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or garaged in, or "garage operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ACT OF CLASS RELOCAT

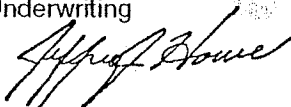
Endorsement Effective Date: 05/29/2007

Countersignature Of Authorized Representative

Name: Jeffrey Howe

Title: Director of Underwriting

Signature:



Date: 06/12/2007

SCHEDULE

Limit Of Insurance: \$ 85,000

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

☐ If an "X" is entered in this box, Paragraph b. of the definition of "uninsured motor vehicle" does not apply.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of:
 - a. An "uninsured motor vehicle" because of "bodily injury" sustained by the "insured" and caused by an "accident", and
 - b. An "uninsured motor vehicle" as defined in Paragraphs a. and c. of the definition of "uninsured motor vehicle", because of "property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without sending us a copy of the summons, complaint or other process against an uninsured motorist is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This coverage does not apply to:

1. Any claim settled by the "insured" or any legal representative of the "insured" without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. An "auto" or property contained in the "auto" other than a covered "auto".
5. The first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. Punitive or exemplary damages.
8. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premium paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law exclusive of non-occupational disability benefits.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle:
 - (1) The Named Insured does not own; or
 - (2) Owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form,

shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- c. If the coverage under this coverage form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought. A "suit" may not be brought against anyone legally responsible for the use of any "auto" involved in the "accident" until 60 days after an "insured" notifies us or our agent of his or her belief that the prospective defendant is an uninsured motorist; and
- c. Any person who intends to pursue recovery against the owner or operator of an "uninsured motor vehicle", as described in Paragraph **b.** of the definition of "uninsured motor vehicle", for damages beyond those paid or payable under this policy shall give us:
 - (1) Notice of such intent; and
 - (2) The opportunity to participate, at our expense, in the prosecution of such claim.
- d. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed as follows:

- a. If we make any payment on the Named Insured's behalf, we are entitled to recover what we paid from other parties. The Named Insured must transfer rights of recovery against others to us. The Named Insured must do everything necessary to secure these rights and do nothing to jeopardize them.

However, our rights under this paragraph do not apply with respect to vehicles described in Paragraphs F.4.a., c. and d. of the definition of "uninsured motor vehicle". For these vehicles, if we make any payment and the Named Insured recovers from another party, that Named Insured must hold the proceeds in trust for us and pay us back the amounts we have paid.

- b. Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" if we:

- (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and
- (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motor Vehicle Coverage; and
- (2) We also have a right to recover the advanced payment.

4. The following Condition is added:
ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. The "insured" may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. If the "insured" elects not to arbitrate, our liability will be determined only in an action against us. In any action against us, except an action to determine whether a vehicle is an "uninsured motor vehicle", we may require the "insured" to join the owner or driver of the vehicle as a party defendant.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage, or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means injury to or destruction of the property of an "insured".

4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which neither a bond or policy nor cash or securities on file with the North Carolina Commissioner of Motor Vehicles provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act;
- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all bodily injury liability bonds or policies at the time of an "accident" provides at least the amounts required by the North Carolina Motor Vehicle Safety and Responsibility Act but their limits are either:
 - (1) Less than the limits of underinsured motorists coverage applicable to a covered "auto" that the Named Insured owns involved in the "accident";
 - (2) Less than the limits of this coverage, if a covered "auto" that the Named Insured owns is not involved in the "accident"; or
 - (3) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of insurance for this coverage.

However, an underinsured motor vehicle does not include a "covered auto" if the limit of Uninsured Motorist Coverage shown in the Declarations or Schedule is less than or equal to the Limit of Insurance for Liability Coverage shown in the Declarations of this policy.

- c. For which the insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle causing "bodily injury" to an "insured" and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by:
 - (1) The United States of America;
 - (2) Canada;
 - (3) A state; or
 - (4) An agency, except vehicles owned by political subdivisions of (1), (2) or (3) above.
- c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.5. and B.6. are exceeded.

With respect to this Exclusion, Paragraphs B.5. and B.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C.5. is exceeded.

With respect to this Exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 99 16 12 93

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 05/29/2007	12:01 A.M. standard time	Policy No. TRV 4980500 00
Named Insured ACT OF CLASS RELOCATION, INC.		Countersigned by <i>M. C. Coy</i> (Authorized Representative)

SCHEDULE

Description of Auto:

Vehicles on file with Company

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto."

B. CHANGES IN LIABILITY COVERAGE

The following is added to WHO IS AN INSURED:

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto."

NORTH CAROLINA SELECTION/REJECTION FORM UNINSURED MOTORISTS COVERAGE/ COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Policy Number: TRV 4980500 00	Policy Effective Date: 05/29/2007
Company: VANLINER INSURANCE COMPANY	Producer: ROBERTS & DENNIS INSURANCE GRO
Named Insured: ACT OF CLASS RELOCATION, INC.	

Uninsured Motorists Coverage (UM) and Combined Uninsured/Underinsured Motorists Coverage (UM/UIM) coverage options are available to me.

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Combined Uninsured/Underinsured Motorists Coverage provides the UM insurance protection as described above as well as insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

I understand that:

1. The UM or UM/UIM limits applicable to any one vehicle covered under this policy may not be combined with or added to the UM or UM/UIM limits applicable to any other vehicle covered under the policy to determine the total amount of coverage provided.
2. UM and UM/UIM bodily injury limits up to \$1,000,000 per person and \$1,000,000 per accident are available.
3. UM property damage limits up to the highest policy property damage liability limits are available. Coverage for property damage is applicable only to damages caused by uninsured motor vehicles.
4. My selection or rejection of coverage below will apply to any renewal, reinstatement, substitute, amended, altered, modified, transfer or replacement policy with this company, or affiliated company, unless a named insured makes a written request to the company to exercise a different option.
5. My selection or rejection of coverage below is valid and binding on all insureds and vehicles under the policy, unless a named insured makes a written request to the company to exercise a different option.

(CHOOSE ONLY ONE OF THE FOLLOWING)

(Initials)

I choose to reject Combined Uninsured/Underinsured Motorists Coverage and select Uninsured Motorists Coverage at limits of:

Split Limits:

Bodily Injury \$

Property Damage \$

OR

Combined Single Limit: \$

(Initials)

I choose Combined Uninsured/Underinsured Motorists Coverage at limits of:

Split Limits:

Bodily Injury \$

Property Damage \$

OR

Combined Single Limit: \$

(Initials)

I choose to reject both Uninsured and Combined Uninsured/Underinsured Motorists Coverages.

Named Insured's Signature

Date

FORM F

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated below.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. TRV 4980500 00

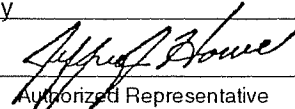
issued by VANLINER INSURANCE COMPANY, herein called

Company, of FENTON, MISSOURI

to ACT OF CLASS RELOCATION, INC. of INDIAN TRAIL NC

Dated at FENTON, MISSOURI this 29 day of May 2007

Countersigned by


Authorized Representative

X - INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA	X	VIRGINIA	
DISTRICT OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



VANLINER INSURANCE COMPANY

**MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY**

Issued to: ACT OF CLASS RELOCATION, INC.

Dated at: FENTON, MO this 29 day of May, 2007.

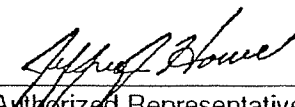
Amending Policy Number: TRV 4980500 00

Name of Insurance Company: **VANLINER INSURANCE COMPANY**

Effective Date: 05/29/2007

Telephone Number (800) 325-3619

Countersigned by


(Authorized Representative)

The policy to which this endorsement is attached provides primary or excess insurance as indicated by "X" for the limit shown:

- (X) This Insurance is primary and the Company shall not be liable for amounts in excess of \$ 750,000 for each accident.
- () This Insurance is excess and the Company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the Insured by giving:

1. Thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and
2. If the Insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY

Accident includes continuous or repeated exposure to conditions which results in Bodily Injury, Property Damage, or Environmental Damage which the Insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Environmental Restoration means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

Property Damage means damage to or loss of use of tangible property.

Public Liability means liability for Bodily Injury, Property Damage, and Environmental Restoration.

The Insurance Policy to which this endorsement is attached provides Automobile Liability Insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with sections 29 and 30 for the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the Insurer (the company) agrees to pay, within the limits of liability described herein, any final judgement recovered against the Insured Public Liability resulting from negligence in the

operation, maintenance or use of motor vehicles subject to the Financial Responsibility Requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the Insured or elsewhere. Such insurance as is afforded for Public Liability does not apply to injury to or death of the Insured's employees while engaged in the course of their employment, or property transported by the Insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgement, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the Insured. However, all terms conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the Insured and the company. The Insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgement recovered against the Insured as provided herein, the judgement creditor may maintain any action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgements resulting from any other accident.

MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY

SCHEDULE OF LIMITS PUBLIC LIABILITY		
Type of Carriage 1	Commodity Transported	Minimum Insurance
(1) For-Hire (in Interstate or Foreign Commerce)	Property (Non-Hazardous)	\$750,000
(2) For-Hire and Private (in Interstate, Foreign or Intra-state Commerce)	Hazardous Substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk divisions 1.1, 1.2 and 1.3 materials; any quantity of division 2.3 Hazard Zone A or Division 6.1, packing group 1, Hazard Zone A material; in Bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000
(3) For-Hire and Private (in Interstate or Foreign Commerce: in any quantity) or (in Intrastate Commerce: in bulk only).	Oil listed in 49 CFR 172.101; Hazardous materials and Hazardous Substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-Hire and Private (in Interstate or Foreign Commerce)	Any quantity of Division 1.1, 1.2 or 1.3 Material; any quantity of a division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A Material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000
<p>Note: The type of carriage listed under numbers (1), (2) and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.</p>		

MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY

Schedule of Limits Public Liability

For-Hire Motor Carriers of Passengers Operating in Interstate or Foreign Commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicles with a seating capacity of 16 passengers or more	\$5,000,000
(2) Any vehicles with a seating capacity of 15 passengers or less	\$1,500,000

VANLINER INSURANCE COMPANY
NORTH CAROLINA
SELECTION/REJECTION FORM
UNINSURED MOTORISTS COVERAGE
COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE

NAMED INSURED: ACT OF CLASS RELOCATION, INC.

POLICY NUMBER: TRV 4980500 00

POLICY PERIOD: 05/29/2007 TO 05/29/2008

Uninsured Motorists Coverage (UM) and combined Uninsured/Underinsured Motorists Coverage (UM/UIM) and Coverage Options are available to me. I understand the following:

1. The UM and UM/UIM limits shown for vehicles on this policy may not be added together to determine the total amount of coverage provided.
2. UM and UM/UIM Bodily Injury limits up to \$1,000,000 per person and \$1,000,000 per accident are available.
3. UM Property Damage limits up to the highest policy Property Damage Liability Limits are available. Coverage for Property Damage is applicable only to the damages caused by uninsured motor vehicles.
4. My selection or rejection of coverage below will apply to any renewal, reinstatement, substitute, amended, altered, modified, transfer or replacement policy with this Company, or affiliated Company, unless a Named Insured makes a written request to the Company to exercise a different option.
5. My selection or rejection of coverage below is valid and binding on all Insureds and vehicles under the policy, unless a Named Insured makes a written request to the Company to exercise a different option.

(CHOOSE ONLY ONE OF THE FOLLOWING)

- X I choose to reject Uninsured Motorists Coverage and select Uninsured/Underinsured Motorists Coverage at limits of:
Bodily Injury \$85,000 Property Damage INCLUDED
- I choose to reject combined Uninsured/Underinsured Motorists Coverage and select Uninsured Motorists Coverage at limits of:
Bodily Injury Property Damage
- I choose to reject both Uninsured and Combined Uninsured/Underinsured Motorists Coverages.

DATE

SIGNATURE OF THE NAMED INSURED

VANLINER INSURANCE COMPANY

DRIVE AWAY CONTRACTOR

Drive Away Contractor applicable for automobiles owned by customers and operated by the insured's employees.

It is agreed that such insurance as is afforded by the policy for bodily injury liability and for property damage applies with respect to the use of any customer's automobile being driven by or on behalf of the named insured, subject to the following provisions:

1. Division (B) of the Definition of Insured Agreement of the Policy does not apply.
2. The Insurance does not cover as an Insured any person or organization, or any Agent Employee or Contractor thereof, other than the Named Insured who is required to carry Automobile Liability Insured under any motor carrier law because of transporting property for the Named Insured or for others.
3. This endorsement does not apply to any automobile while used for the towing of any trailer.
4. The premium for this Insurance is based on the number of Drivers of such Customer's car and is subject to audit.
5. This insurance is excess over any other valid and collectible insurance.

Countersigned By



(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

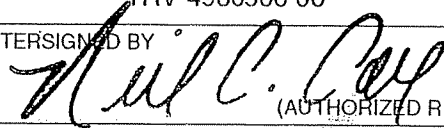
VANLINER INSURANCE COMPANY

PUNITIVE DAMAGES CLARIFICATION

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM**

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

ENDORSEMENT

EFFECTIVE DATE 05/29/2007 At 12:01 A.M. Standard time	POLICY NUMBER TRV 4980500 00
NAMED INSURED ACT OF CLASS RELOCATION, INC.	COUNTERSIGNED BY  (AUTHORIZED REPRESENTATIVE)

In consideration of the premium charged, the policy is amended as follows.

**SECTION II - LIABILITY COVERAGE, A.
COVERAGE is amended as follows:**

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This insurance does not apply to any award of punitive damages or any multiplied damages based upon intentional, grossly negligent or reckless conduct, where applicable law or public policy prohibits the insuring of such damages.

We will also pay all sums an "insured" legally must pay as "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgements or settlements.

All remaining provisions of Section II - Liability Coverage, Section A. remain unchanged.

**SECTION II - LIABILITY COVERAGE, B.
EXCLUSIONS is amended as follows:**

The following exclusion is added:

14. PUNITIVE OR MULTIPLIED DAMAGES

Any award of punitive damages or any multiplied damages based upon intentional, grossly negligent or reckless conduct, where applicable law or public policy prohibits the insuring of such damages.

All remaining provisions of Section II - Liability Coverage, Section B. remain unchanged.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VANLINER INSURANCE COMPANY

NONPAYMENT OF DEDUCTIBLES

**TRUCKERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM**

The "insured" agrees that the terms and payment of deductible billings shall be thirty (30) days from the date of invoice. "Paid" or "payment" is defined as being received by Vanliner Insurance Company.

In the event that the "insured" fails to make payment within the agreed terms, the Company may, at its option, cancel the policy for nonpayment of deductibles. If payment in full of all outstanding

deductible billings is received within the effective date of the cancellation notice period, the policy will be reinstated without lapse in coverage. However, if the "insured" is canceled more than one time during a policy period, the Company may or may not reinstate the policy, at the sole discretion of the Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO LIABILITY
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

The following exclusion is added to
SECTION II - LIABILITY COVERAGE:

B. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

The following definition is added to the
DEFINITIONS SECTION:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

PRODUCER Roberts & Roberts Ins Svc, Inc Div of Robts & Dennis Ins Grp P. O. Box 29368 Greensboro NC 27429-9368	PHONE (A/C, No, Ext): 336-378-1871	POLICY TYPE PROPERTY INLAND MARINE UMBRELLA	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> AUTO/TRUCKERS <input type="checkbox"/> WORKERS COMP	COMPANY Vanliner Insurance Company	NAIC CODE:	TIMES REQUESTED: 1
CUSTOMER ID: INSURED'S NAME Act of Class Relocation, Inc.		ATTENTION:		EFFECTIVE DATE OF CHANGE 05/29/07		
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4) Steve or Robert Sullivan 290 Unionville Indian Trail Rd Indian Trail NC 28079		POLICY INCEPTION DATE 05/29/07		POLICY EXPIRATION DATE 05/29/08		
THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.						

PREMISES INFORMATION				ADD	CHANGE	DELETE
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS INSIDE OUTSIDE	INTEREST OWNER TENANT	YR BUILT	PART OCCUPIED

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)				ADD	CHANGE	DELETE
LOC #	BLD #					

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED		ADD	CHANGE	DELETE					
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE	COST NEW						
		MODEL:	V.I.N.:		\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> UNDER 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB NO FAULT	<input type="checkbox"/> MED PAY	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$	\$
<input type="checkbox"/> 15 MILES OR OVER	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> NO FAULT	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	\$	\$	\$	\$
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
\$		\$		\$		\$		\$		\$	

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED		ADD	CHANGE	DELETE					
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE	COST NEW						
		MODEL:	V.I.N.:		\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
<input type="checkbox"/> UNDER 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB NO FAULT	<input type="checkbox"/> MED PAY	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$	\$
<input type="checkbox"/> 15 MILES OR OVER	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> NO FAULT	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL	\$	\$	\$	\$
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS	
\$		\$		\$		\$		\$		\$	

DRIVER INFORMATION (List drivers who frequently use own vehicles)				ADD	CHANGE	DELETE	
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE

DRIVER INFORMATION (List drivers who frequently use own vehicles)				ADD	CHANGE	DELETE	
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE

WORKERS COMPENSATION RATING INFORMATION							
TYPE OF CHANGE	STATE	LOC	CLASS CODE	COM-PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ESTIMATED ANNUAL REMUNERATION

REMARKS

Please correct mailing address as shown above.

ADDITIONAL CHANGES/REMARKS

ATTACH TO COMMERCIAL CHANGE REQUEST

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026
636-343-9889

GENERAL LIABILITY DECLARATIONS

Policy Number	Policy Period	
	From	To
GLV 4980500 00	05/29/2007	05/29/2008
2:01 A.M. Standard Time at the described location		

Transaction

POLICY DECLARATION

Named Insured and Address

ACT OF CLASS RELOCATION, INC.
290 UNIONVILLE INDIAN TRAIL RD
INDIAN TRAIL NC 28079

ROBERTS & DENNIS INSURANCE GROUP

POST OFFICE BOX 29368
901 BATTLEGROUND AVENUE
GREENSBORO, NC 27429-9368
(336) 378-1871 FAX (336) 275-1776

Telephone: 336-378-1871

0000294

Business Description
MOVING & STORAGE

Type of Business
CORPORATION

Audit Period
None

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products - Completed Operations Aggregate Limit	\$	2,000,000
Each Occurrence Limit	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Medical Expense Limit, any one person	\$	5,000
Fire Damage Limit, any one fire	\$	100,000

AMENDED LIMITS OF LIABILITY

Refer to attached schedule, if any.

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached schedule.

CLASSIFICATIONS

Refer to attached schedule

**We Strongly Recommend
Higher Liability Insurance Limits.**

POLICY PREMIUM	\$	1,000
DEPOSIT PREMIUM	\$	1,000
TAXES AND SURCHARGES	\$	
TOTAL DEPOSIT PREMIUM	\$	1,000

Forms and Endorsements Applicable to this Policy See Attached Schedule

These Declarations together with the common policy conditions, coverage declarations, coverage forms, and form(s) and endorsements, if any, issued, complete the above numbered policy.
Countersigned this _____ Day of _____, _____

Michael C. Cox
Authorized Representative

Issued Date: 06/12/2007

INSURED

Page 1 of 1

anliner Insurance Company

ne Premier Drive
 t. Louis, MO 63026

GENERAL LIABILITY DECLARATIONS

Policy Number:	GLV 4980500 00
Named Insured:	ACT OF CLASS RELOCATION, INC.
Agent:	ROBERTS & DENNIS INSURANCE GRO 0000294

COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

oc	St	Terr	Code	Premium Basis	Exposure	Per	Cov	@	Premium
Classification Description									
00000	NC		XXXXXX				O		
TERRORISM CHARGE									
00001	NC	002	99938	Payroll	38,600	1000	O	\$	624
WAREHOUSES {NOC}									
00001	NC	002	99938	Payroll	38,600	1000	O	\$	624
TRUCKERS									

Ð - P is for Products-Completed Operations, O is for All Other Hazards



anliner Insurance Company

ne Premier Drive
Louis, MO 63026

GENERAL LIABILITY DECLARATIONS

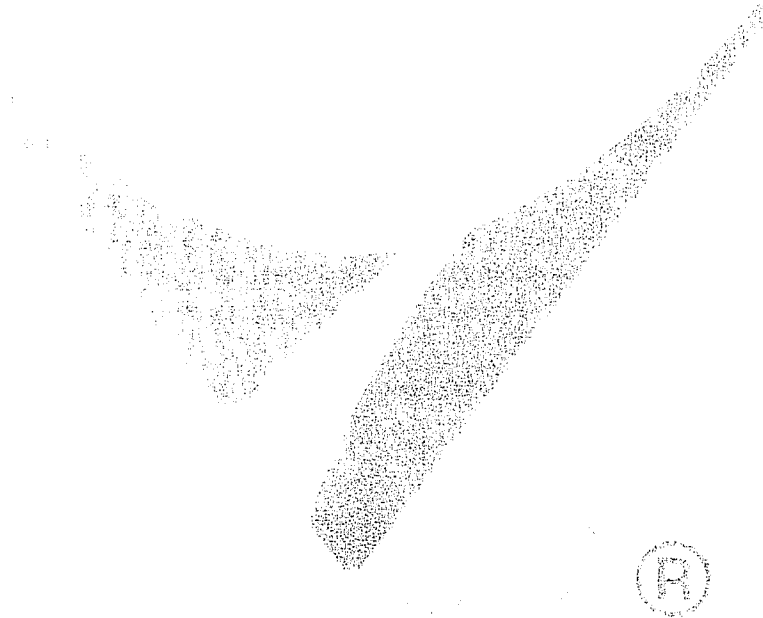
Policy Number: GLV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc # 1
290 UNIONVILLE INDIAN TRAIL RD
INDIAN TRAIL NC 28079



anliner Insurance Company

ne Premier Drive
Louis, MO 63026

FORM INVENTORY SCHEDULE

Policy Number: GLV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

FORMS INVENTORY

GENERAL LIABILITY FORMS

CG2173 (12/02)	CG2190 (01/06)	IL0017 (11/98)	CG0001 (12/04)	IL0021 (07/02)
CG2147 (07/98)	VL5029 (11/05)	CG2149 (09/99)	IL0269 (07/02)	CG0067 (03/05)
CG2187 (01/07)	CG0300 (01/96)			



PRIVACY POLICY

A. INTRODUCTION

We are sending this Privacy Policy to explain how Vanliner Group, Inc., Vanliner Insurance Company and TransProtection Service Company (hereinafter referred to as Vanliner) handle and protect personal information about you. Be assured that at Vanliner, keeping personal information secure is a priority. This Privacy Policy will explain how we utilize personal information, including the possible disclosure of that information to third parties.

At Vanliner, we strive to meet your expectations for privacy while still managing information to properly conduct our business and to serve you to our fullest potential. There are occasions when information must be disclosed to fulfill your requests, to deliver products and services, to administer and update policies and to comply with laws and regulations. Keep in mind that information sharing can be very important for meeting your needs and providing you with excellent and consistent quality service.

Please take a few minutes to review the contents of this brochure. If you have any questions concerning this Privacy Policy and how it may affect you, please write us at: One Premier Drive, Fenton, MO 63026.

B. INFORMATION SECURITY IS A PRIORITY

The security of personal information is one of Vanliner priorities. You may be assured that we regularly review our security practices to protect against unauthorized access to information. We restrict access to your personal information to those employees who need to know that information in the course of performing their jobs. We maintain physical, electronic and procedural safeguards that further protect your personal information.

C. PERSONAL INFORMATION COVERED BY THIS PRIVACY POLICY

Our Privacy Policy applies to all personal information that is obtained by Vanliner in connection with providing insurance coverage. Specifically, this includes individually identifiable information about your character, habits, finances, occupation, general reputation, credit, health, or other personal characteristics, including your name, address and medical information.

D. PERSONAL INFORMATION WE COLLECT

In order to properly serve you and to effectively and efficiently operate, we collect certain types of personal information about you, which may come from the following sources:

1. Information that you provide us, whether on applications, forms, in writing, over the telephone, electronically or by other means. This information may include your name, address, employment information, financial information, and claim information. It may also include health information such as individual medical records or information about an illness, disability or injury. This information could concern your application for an insurance policy or your utilization of an existing insurance policy, either through the claims process or otherwise.

2. Information that we receive from other sources about you. This may include information received from your employer, your health care providers and other third parties. Again, the information received from other sources may include individual medical records or information about an illness, disability or injury. This information could concern your application for an insurance policy or your utilization of an existing insurance policy, either through the claims process or otherwise. Note that information obtained from a report by an insurance support organization may be retained by that organization and disclosed to other persons.
3. Information that we receive from public sources, which may include telephone numbers, addresses, court records or other public records.

At Vanliner, we do not disclose personal information except as permitted or required by law.

E. TYPES OF INFORMATION DISCLOSURE DONE BY VANLINER

(1.) DISCLOSURE WITHIN THE VANLINER AFFILIATED FAMILY

We may disclose personal information to our affiliates in accordance with law.

(2.) DISCLOSURE TO NON - AFFILIATED THIRD PARTIES

To serve you and to properly administer our business, we may also disclose personal information to non-affiliated third parties, including other insurance companies, agents, brokers, administrators and service providers. We may also disclose personal information to non-affiliated third parties who are assisting us by performing services or functions, such as marketing our products and services, conducting surveys or performing audits.

(3.) OTHER INFORMATION DISCLOSURE

We may disclose personal information to companies or organizations outside the Vanliner family as required or permitted by law. For example, we may disclose personal information as required to respond to a subpoena, to respond to insurance regulatory authorities, or to service your policy.

F. PERMITTED DISCLOSURES OF PERSONAL INFORMATION

Vanliner is permitted by law to disclose some personal information obtained in connection with an insurance transaction without your prior authorization. Such permitted disclosures could occur in the context of claims adjusting, van line qualification or when revising or changing an agency contract. These permitted disclosures include:

- a. Disclosure to a third party other than an insurance institution, agent or insurance support organization if reasonably necessary for that person to perform a business, professional or insurance function for Vanliner and that person agrees not to further disclose the personal information without your written authorization. (However, further disclosure without your written authorization is permitted if it is reasonably necessary for the business, professional or insurance function that person is performing for Vanliner or if further disclosure would be permissible if made by an insurance institution, agent or insurance support organization.)

- b. Disclosure to a third party other than an insurance institution, agent or insurance support organization which enables the third party to provide Vanliner information it requires to determine your eligibility for an insurance benefit or payment.
- c. Disclosure to a third party other than an insurance institution, agent or insurance support organization for the purpose of detecting or preventing criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction.
- d. Disclosure to an insurance institution, agent, insurance support organization or self-insurer if the information is reasonably necessary to detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure concerning an insurance transaction.
- e. Disclosure to an insurance institution, agent, insurance support organization or self-insurer if the information is reasonably necessary for either Vanliner or the other party receiving the information to perform their job with regards to an insurance transaction.
- f. Disclosure to a medical professional or medical institution to verify insurance coverage or benefits, informing an individual of a medical problem of which they may be unaware, or conducting operations audit or service audit. However, Vanliner is limited to only disclose enough information reasonably needed to accomplish these purposes.
- g. Disclosure to an insurance regulatory authority.
- h. Disclosure to a law enforcement or related governmental authority to protect Vanliner interests in preventing or prosecuting fraud or if Vanliner reasonably believes you may have broken the law in some other way.
- i. Disclosure to conduct actuarial or research studies provided no individual information is identified in the actuarial or research report. Materials which identify you must be returned to Vanliner or destroyed when no longer needed. The actuarial or research institution must agree not to further disclose the information unless further disclosure would be permitted if done by an insurance institution, agent or insurance support organization.
- j. Disclosure to a person or business for the sole purpose of marketing a product or service as long as no medical information is disclosed. Further, personal information concerning your character, personal habits, general reputation, mode of living or a classification derived from the information may not be disclosed. Further, an opportunity must be given for you to tell us you do not want personal information disclosed for this purpose and have not done so.
- k. Disclosure to an affiliate who will use the information in auditing Vanliner.
- l. Disclosure of nonmedical personal information to an affiliate who will use the information in marketing an insurance product or service. The affiliate must agree not to further disclose the information. Medical information may be disclosed for this purpose only with your written permission.
- m. Disclosure to a group insurance policyholder to report claims experience or audit Vanliner services. Only information reasonably needed for this review or audit may be disclosed.

- n. Disclosure pursuant to your written authorization.
- o. Disclosure pursuant to your written authorization but submitted by another insurance institution, agent or insurance support organization, if this authorization meets legal guidelines imposed on the insurance industry.
- p. Disclosure pursuant to a written authorization signed by you but submitted by someone other than that noted in subsection (o.) immediately above, if this authorization is dated and disclosure is sought within one year of the authorization date .

G. YOUR PRIVACY OPTIONS

For Vanliner to obtain additional personal information other than that listed previously, we need your prior authorization.

For Vanliner to disclose personal information other than that listed previously, we also need your authorization.

H. ACCESS TO PERSONAL INFORMATION

If you request in writing access to specific and reasonably retrievable personal information about yourself, and you have identified yourself in such a way so that we believe no unauthorized party is fraudulently attempting to review your personal information we, or another entity authorized to act on our behalf, will:

- (1) Inform you of the nature and substance of the requested personal information. We may do this in writing, by telephone or by another means of communication.
- (2) Allow you to personally inspect and copy the requested personal information or send to you via U.S. Mail a copy of the requested personal information. We may charge a reasonable fee for this service, and we may employ an insurance support organization to perform the copying and requested disclosure of your personal information.
- (3) Tell you to whom Vanliner has disclosed the requested personal information in the preceding two (2) years. If this is not discernible, we will tell you who normally would receive this type of information.
- (4) Tell you from where Vanliner obtained the requested personal information if from an institutional source.
- (5) Provide to you a summary of the procedures used to correct, amend or delete the requested personal information.

**** Note:** If the information you request is medical information which has been supplied to Vanliner by a medical professional or institution, we may give the information and the source of the information either directly to you or to a medical professional designated by you if this medical professional is licensed to provide medical care with respect to the medical condition to which the personal information relates. If we choose to provide the information to your designated medical professional, we will give you notice the requested information has been so disclosed.

**** Note:** The rights of access noted within this section only apply to information concerning natural persons which has been collected and maintained in connection with an insurance transaction. This section does not apply to personal information collected concerning possible or existing claims, civil proceedings or criminal proceedings.

I. CORRECTION OF PERSONAL INFORMATION

If you request in writing that we correct, amend or delete specific personal information about you that we have in our possession, we will:

- (1) Correct, amend or delete the personal information as requested. If we do this, we will notify you in writing of the change. We will also send notice of the correction, amendment or deletion to:
 - a. any person you designate who may have received this particular information within the preceding two years,
 - b. any insurance support organization that mainly receives personal information from insurance institutions if this support organization has been provided the prior version of the personal information within the preceding seven (7) years and if this support organization currently maintains recorded personal information about you,
 - c. any insurance support organization that furnished to Vanliner the information which has now been corrected, amended or deleted.
- (2) Notify you in writing of our refusal to correct, amend or delete the personal information within Vanliner possession, explain to you the reasons for this refusal, and inform you of your right to file with Vanliner a concise statement clearly illustrating what you believe is the correct information and why you disagree with Vanliner refusal to correct, amend or delete certain information. If you file such a statement, Vanliner shall:
 - a. file the statement along with the disputed personal information and make the statement available to those seeking access to the disputed personal information,
 - b. when subsequently disclosing the disputed personal information, clearly identify the disputed matter and provide your statement along with the disputed personal information,
 - c. provide your statement to any person you designate who may have received this particular information within the preceding two (2) years,
 - d. provide your statement to any insurance support organization that mainly receives personal information from insurance institutions if this support organization has been provided the disputed personal information within the preceding seven (7) years and if this support organization currently maintains recorded personal information about you,
 - e. provide your statement to any insurance support organization that furnished to Vanliner the disputed information.

**** Note:** The rights discussed in this section apply to information concerning natural persons which has been collected and maintained in connection with an insurance transaction. This section does not apply to personal information collected concerning possible or existing claims, civil proceedings or criminal proceedings.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II- Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V- Definitions.

SECTION I - COVERAGES

COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III-Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II- Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II- Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II- Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products - completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products - completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III- Limits Of Insurance.

COVERAGE B- PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III- Limits Of Insurance ; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods- Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution - Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly out of

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C- MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;

- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products - Completed Operations Hazard

Included within the "products - completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A- Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II- WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her em-

ployment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co- "employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products - completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products - completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A- Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self - insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self - propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self - propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products - completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products - completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD - ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

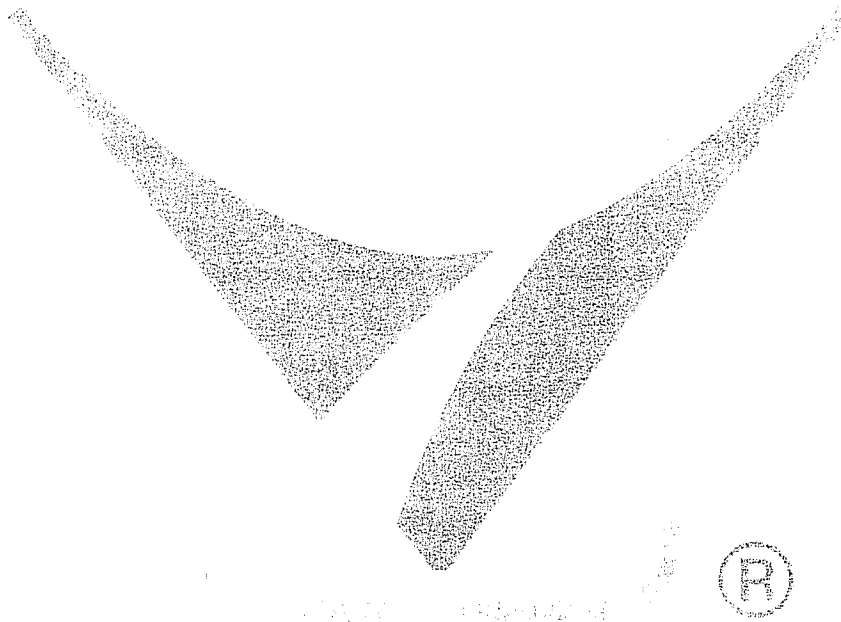
22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

EXCLUSION- VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A- Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN - SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN - SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B- Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN - SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN - SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 05/29/2007	12:01 A.M. standard time	Policy No. GLV 498050000
Named Insured ACT OF CLASS RELOCATION, INC.		Countersigned by <i>Neil C. Coy</i> (Authorized Representative)

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	\$	\$
OR		
Property Damage Liability	\$	\$ 1,000
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

- Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- Under Bodily Injury Liability and/or Property Damage Liability Coverage

Combined, to all damages sustained by any one person because of:

- (1) "Bodily injury";
- (2) "Property damage"; or
- (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage," person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or

Property Damage Liability Coverage
Combined, to all damages because of:

- (1) "Bodily injury";
- (2) "Property damage"; or
- (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

- C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence," claim, or "suit"

apply irrespective of the application of the deductible amount.

- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to paragraph 2.,

Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

- C. The following exclusion is added:

EXCLUSION OF TERRORISM

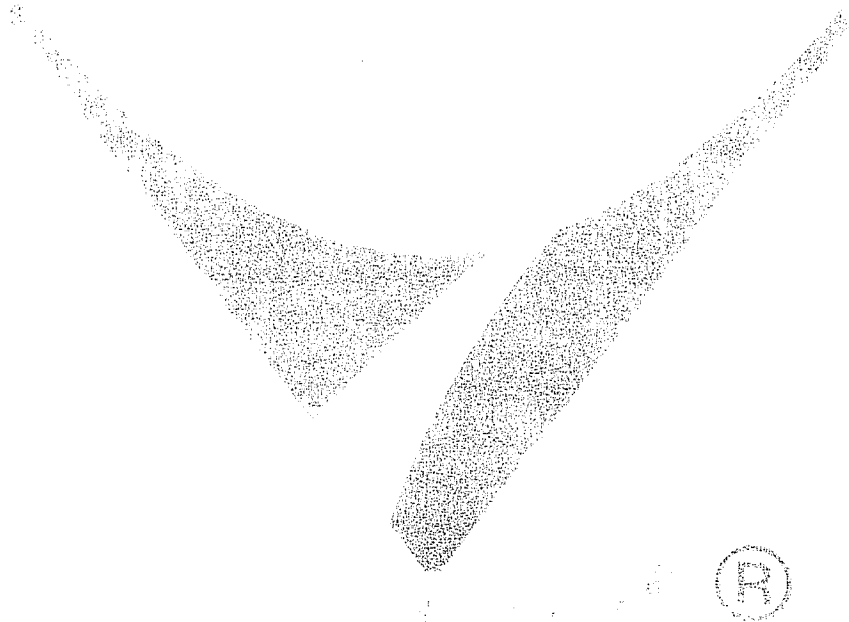
We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.



**FOR USE WITH: CG2187 Conditional Exclusion Of
Terrorism (Relating To Disposition Of Federal Terrorism Risk
Insurance Act)**

NOTICE TO POLICYHOLDERS

POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program is subject to a termination date of December 31, 2007 unless extended by the federal government. If the federal Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.



**YOUR POLICY DURING TENURE OF THE TERRORISM RISK INSURANCE
PROGRAM AS THAT PROGRAM EXISTS PURSUANT TO THE TERRORISM
RISK INSURANCE EXTENSION ACT OF 2005:**

This policy does not contain a terrorism exclusion. However, the policy contains an endorsement under which coverage for "certified acts of terrorism" (which is more fully defined in the endorsement but involves acts of terrorism by or on behalf of a foreign interest) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. Further, the absence of a terrorism exclusion does not create coverage for any injury or damage that would otherwise be excluded under the policy, such as losses excluded by the war liability exclusion.

POTENTIAL CHANGE TO YOUR POLICY:

Endorsement CG2187 is attached to your policy. Its provisions become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is/was scheduled to terminate at the end of December 31, 2007 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible in 2006 is 17.5% of the total of our previous year's direct earned premiums. In 2007, that figure is 20%. For losses occurring in 2006, the government's share is 90% of the terrorism losses paid by us above the deductible. For losses occurring in 2007, such share is 85%.

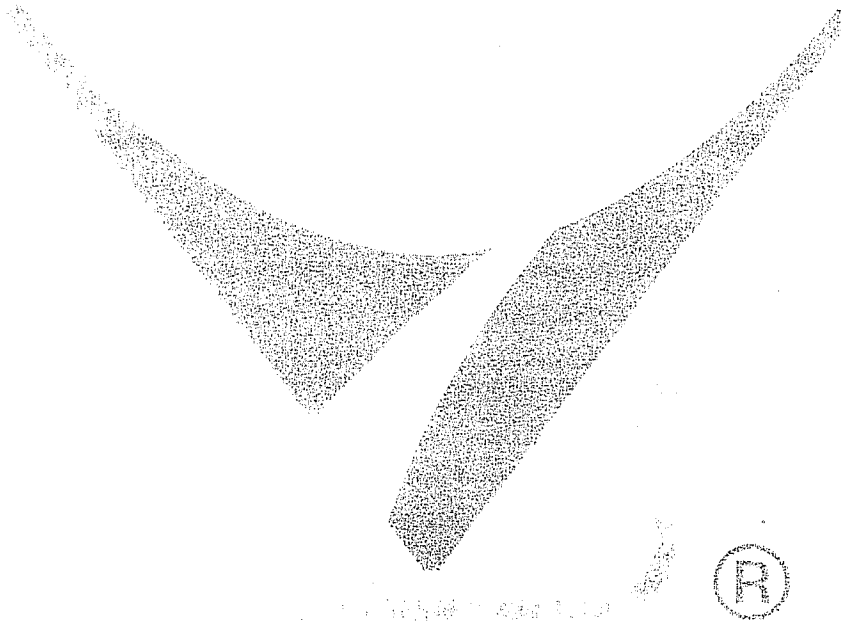
Endorsement CG2187 treats terrorism as follows:

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
 - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
 - Fifty or more persons sustain death or serious physical injury; or

(To determine whether the threshold for property damage (\$25 million) or persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or

- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.



COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT - RELATED PRACTICES LIABILITY COVERAGE PART FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,

stated in the policy for one or more of the following reasons:

- (a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

- (g) Loss of facultative reinsurance, or loss of or substantial changes in a applicable reinsurance as provided in G.S. 58 - 41 - 30;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
 - d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

- (1) Expiration of the policy if this policy has been written for one year or less; or
- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

- (1) Insured property covered under this policy, under any other insurance policy;
- (2) Accepted replacement coverage; or
- (3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

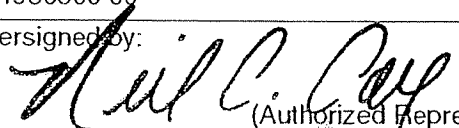
VANLINER INSURANCE COMPANY

PUNITIVE DAMAGES EXCLUSION

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

Effective Date: 05/29/2007 At 12:01 A.M. Standard Time	Policy Number: GLV 4980500 00
Named Insured: ACT OF CLASS RELOCATION, INC.	Countersigned by:  (Authorized Representative)

In consideration of the premium charged, the policy is amended as follows:

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

2. Exclusions, is amended as follows:

The following exclusion is added:

q. PUNITIVE OR EXEMPLARY DAMAGES

Regardless of any other provision, this policy does not apply to punitive or exemplary damages or the cost of defense related to such damages.

All remaining provisions of SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, remain unchanged.

SECTION I - COVERAGES

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY,

2. Exclusions, is amended as follows:

The following exclusion is added:

p. PUNITIVE OR EXEMPLARY DAMAGES

Regardless of any other provision, this policy does not apply to punitive or exemplary damages or the cost of defense related to such damages.

All remaining provisions of SECTION I - COVERAGES

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions, remain unchanged.

"Punitive Damages" are defined as damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.



A STOCK INSURANCE COMPANY (HEREIN) CALLED THE COMPANY

One Premier Drive P.O. Box 26352
St. Louis, Missouri 63026-1552

MOVERS' & WAREHOUSEMEN'S LIABILITY POLICY

THIS POLICY JACKET WITH THE MOVERS' AND WAREHOUSEMEN'S POLICY FORM, DECLARATIONS, COVERAGE PARTS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

VANLINER INSURANCE COMPANY PROVIDES LOSS PREVENTION INFORMATION AND SERVICES FREE OF CHARGE, UPON REQUEST.

**FOR INFORMATION, TO REQUEST LOSS PREVENTION ASSISTANCE,
TO MAKE CHANGES TO THIS POLICY, OR TO MAKE A COMPLAINT,
CALL 1-800-325-3619 OR FAX 636-349-3846.**

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Assistant Secretary

Executive Vice President & Chief Operating Officer

Vanliner Insurance Company

One Premier Drive
St Louis, MO 63026
636-343-9889

2929 North 44th Street
Phoenix, AZ 85018

MOVERS' & WAREHOUSEMEN'S LEGAL LIAB

Policy Number	Policy Period	
	From	To
CGV 4980500 00	05/29/2007	05/29/2008

12:01 A.M. Standard Time at the described location

Transaction

POLICY DECLARATION

Named Insured and Address	Agent
ACT OF CLASS RELOCATION, INC. 290 UNIONVILLE INDIAN TRAIL RD INDIAN TAIL NC 28079	ROBERTS & DENNIS INSURANCE GRO PO BOX 29368 901 BATTLEGROUND AVE GREENSBORO, NC 27429 Telephone: 336-378-1871 0000294
Business Description MOVING & STORAGE	Type of Business CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COVERAGE

PREMIUM

MOVERS' AND WAREHOUSEMAN'S LEGAL LIABILITY

\$6,872

ROBERTS & DENNIS INSURANCE GROUP

POST OFFICE BOX 29368
901 BATTLEGROUND AVENUE
GREENSBORO, NC 27429-9368
(336) 378-1871 FAX (336) 275-1776

TERRORISM RISK INSURANCE ACT \$

TAXES AND SURCHARGES \$

TOTAL POLICY PREMIUM \$

6,872

Forms and Endorsements Applicable to this Policy See Attached Schedule

Use Declarations together with the common policy conditions, coverage declarations, coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.

Countersigned this

Day of

Issued Date: 06/12/2007

INSURED

Authorized Representative

Page 1 of 1

Vanliner Insurance Company

One Premier Drive
St Louis, MO 63026
636-343-9889

MOVERS' & WAREHOUSEMEN'S LEGAL LIAB

Policy Number: CGV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

LIMITS OF LIABILITY AND DEDUCTIBLES

Coverage A (Insured's Legal Liability As a Warehouseman)

1. At the following locations:	Legal Liability as a Warehouseman				Government Storage	
ADDRESS	Limit of Liability per Location	Deductible Per Claim	Aggregate Deductible Per Occurrence	Limit Per Storage Receipt	Limit	Insured's Deductible
290 UNIONVILLE INDIAN TRAIL RD INDIAN TRAIL NC 28079	\$ 250,000	\$ 1,000	\$ 5,000			\$ 1,000
105 INDUSTRIAL DRIVE INDIAN TRAIL NC 28079	\$ 500,000	\$ 1,000	\$ 5,000			\$ 1,000
Blanket Limits - All Locations Any One Occurrence (includes Government Storage Limits shown above)		\$ 1,000	\$ 5,000			

Coverage B (Insured's Legal Liability as a Carrier)

Limits	
200,000	in or on any one motor truck, excluding electronics
\$ 200,000	in or on any one motor truck, electronic shipments only
	air freight
\$ 200,000	storage-in-transit
\$ 200,000	per office/industrial move
	per individual shipment, bill of lading, and/or workorder
\$ 500,000	any one occurrence or disaster
Deductible	
\$ 1,000	any one occurrence

Coverage C (Insured's Uncollectible Charges)

Limits	
5,000	charges due from any one customer
25,000	all charges due to any one occurrence

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026
636-343-9889

MOVERS' & WAREHOUSEMEN'S LEGAL LIAB

Policy Number: CGV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

LIMITS OF LIABILITY AND DEDUCTIBLES

Coverage A (Insured's Legal Liability As a Warehouseman)						
1. At the following locations:	Legal Liability as a Warehouseman				Government Storage	
ADDRESS	Limit of Liability per Location	Deductible Per Claim	Aggregate Deductible Per Occurrence	Limit Per Storage Receipt	Limit	Insured's Deductible
Blanket Limits - All Locations Any One Occurrence (includes Government Storage Limits shown above)		\$ 1,000	\$ 5,000			

Coverage B (Insured's Legal Liability as a Carrier)

<u>Limits</u>		
\$	200,000	in or on any one motor truck, excluding electronics
\$	200,000	in or on any one motor truck, electronic shipments only
		air freight
\$	200,000	storage-in-transit
\$	200,000	per office/industrial move
		per individual shipment, bill of lading, and/or workorder
\$	500,000	any one occurrence or disaster
<u>Deductible</u>		
\$	1,000	any one occurrence

Coverage C (Insured's Uncollectible Charges)

Limits		
5,000	charges due from any one customer	
25,000	all charges due to any one occurrence	

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026
636-343-9889

MOVERS' & WAREHOUSEMEN'S LEGAL LIAB

Policy Number: CGV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

LIMITS OF LIABILITY AND DEDUCTIBLES

Coverage D (Customers' Accounts)

1. <u>Household Goods In Transit</u>		Transit Rates Per \$100 Value		Subject to Minimum Premium of \$250 per Certificate
		Actual Cash Value	Replacement Cost	
Intrastate or "Commercial Zone" shipments via insured's vehicle				
Within City Limits or "Commercial Zone" or Hourly Work				
Other shipments				
2. <u>Household Goods In Storage At Specified Locations</u>				
Limits Of Liability		Monthly Rate Per \$100 Value		Subject to Minimum Premium of \$250 Per Certificate
LOCATION/ADDRESS	Limits Any One Occurrence	Actual Cash Value	Replacement Cost	
3. <u>Insured's Reimbursement to Company</u>				
	per claim			
	aggregate per occurrence			

Coverage E (Moving Equipment)

	limit per occurrence
	Deductible per occurrence

Coverage F (Miscellaneous - See Endorsement) 6298

60,000	limit per pound per article
	limit per shipment
	limit per occurrence
1,000	deductible per claim
	aggregate deductible per occurrence

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026
636-343-9889

MOVERS' & WAREHOUSEMEN'S LEGAL LIAB

Policy Number: CGV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

LIMITS OF LIABILITY AND DEDUCTIBLES

Coverage D (Customers' Accounts)

1. <u>Household Goods In Transit</u>		Transit Rates Per \$100 Value		Subject to Minimum Premium of \$250 per Certificate
		Actual Cash Value	Replacement Cost	
Intrastate or "Commercial Zone" shipments via insured's vehicle				
Within City Limits or "Commercial Zone" or Hourly Work				
Other shipments				
2. <u>Household Goods In Storage At Specified Locations</u>				
Limits Of Liability		Monthly Rate Per \$100 Value		Subject to Minimum Premium of \$250 Per Certificate
LOCATION/ADDRESS	Limits Any One Occurrence	Actual Cash Value	Replacement Cost	
3. <u>Insured's Reimbursement to Company</u>				
	per claim			
	aggregate per occurrence			

Coverage E (Moving Equipment)

	limit per occurrence
	Deductible per occurrence

Coverage F (Miscellaneous - See Endorsement)

60,000	limit per pound per article
	limit per shipment
	limit per occurrence
1,000	deductible per claim
	aggregate deductible per occurrence

Vanliner Insurance Company

One Premier Drive
St. Louis, MO 63026

FORM INVENTORY SCHEDULE

Policy Number: CGV 4980500 00

Named Insured: ACT OF CLASS RELOCATION, INC.

Agent: ROBERTS & DENNIS INSURANCE GRO 0000294

FORMS INVENTORY

VL6298 (04/04)	VL6336 (08/06)	BMC32 (05/95)	MC2444 (04/68)	VL6292 (03/03)
VL6200 (03/03)	VL6239 (03/03)	VL6271 (03/03)	VL6322 (11/04)	VL6329 (01/06)
VL6210 (03/03)				



PRIVACY POLICY

A. INTRODUCTION

We are sending this Privacy Policy to explain how Vanliner Group, Inc., Vanliner Insurance Company and TransProtection Service Company (hereinafter referred to as Vanliner) handle and protect personal information about you. Be assured that at Vanliner, keeping personal information secure is a priority. This Privacy Policy will explain how we utilize personal information, including the possible disclosure of that information to third parties.

At Vanliner, we strive to meet your expectations for privacy while still managing information to properly conduct our business and to serve you to our fullest potential. There are occasions when information must be disclosed to fulfill your requests, to deliver products and services, to administer and update policies and to comply with laws and regulations. Keep in mind that information sharing can be very important for meeting your needs and providing you with excellent and consistent quality service.

Please take a few minutes to review the contents of this brochure. If you have any questions concerning this Privacy Policy and how it may affect you, please write us at: One Premier Drive, Fenton, MO 63026.

B. INFORMATION SECURITY IS A PRIORITY

The security of personal information is one of Vanliner priorities. You may be assured that we regularly review our security practices to protect against unauthorized access to information. We restrict access to your personal information to those employees who need to know that information in the course of performing their jobs. We maintain physical, electronic and procedural safeguards that further protect your personal information.

C. PERSONAL INFORMATION COVERED BY THIS PRIVACY POLICY

Our Privacy Policy applies to all personal information that is obtained by Vanliner in connection with providing insurance coverage. Specifically, this includes individually identifiable information about your character, habits, finances, occupation, general reputation, credit, health, or other personal characteristics, including your name, address and medical information.

D. PERSONAL INFORMATION WE COLLECT

In order to properly serve you and to effectively and efficiently operate, we collect certain types of personal information about you, which may come from the following sources:

1. Information that you provide us, whether on applications, forms, in writing, over the telephone, electronically or by other means. This information may include your name, address, employment information, financial information, and claim information. It may also include health information such as individual medical records or information about an illness, disability or injury. This information could concern your application for an insurance policy or your utilization of an existing insurance policy, either through the claims process or otherwise.

2. Information that we receive from other sources about you. This may include information received from your employer, your health care providers and other third parties. Again, the information received from other sources may include individual medical records or information about an illness, disability or injury. This information could concern your application for an insurance policy or your utilization of an existing insurance policy, either through the claims process or otherwise. Note that information obtained from a report by an insurance support organization may be retained by that organization and disclosed to other persons.
3. Information that we receive from public sources, which may include telephone numbers, addresses, court records or other public records.

At Vanliner, we do not disclose personal information except as permitted or required by law.

E. TYPES OF INFORMATION DISCLOSURE DONE BY VANLINER

(1.) DISCLOSURE WITHIN THE VANLINER AFFILIATED FAMILY

We may disclose personal information to our affiliates in accordance with law.

(2.) DISCLOSURE TO NON - AFFILIATED THIRD PARTIES

To serve you and to properly administer our business, we may also disclose personal information to non-affiliated third parties, including other insurance companies, agents, brokers, administrators and service providers. We may also disclose personal information to non-affiliated third parties who are assisting us by performing services or functions, such as marketing our products and services, conducting surveys or performing audits.

(3.) OTHER INFORMATION DISCLOSURE

We may disclose personal information to companies or organizations outside the Vanliner family as required or permitted by law. For example, we may disclose personal information as required to respond to a subpoena, to respond to insurance regulatory authorities, or to service your policy.

F. PERMITTED DISCLOSURES OF PERSONAL INFORMATION

Vanliner is permitted by law to disclose some personal information obtained in connection with an insurance transaction without your prior authorization. Such permitted disclosures could occur in the context of claims adjusting, van line qualification or when revising or changing an agency contract. These permitted disclosures include:

- a. Disclosure to a third party other than an insurance institution, agent or insurance support organization if reasonably necessary for that person to perform a business, professional or insurance function for Vanliner and that person agrees not to further disclose the personal information without your written authorization. (However, further disclosure without your written authorization is permitted if it is reasonably necessary for the business, professional or insurance function that person is performing for Vanliner or if further disclosure would be permissible if made by an insurance institution, agent or insurance support organization.)

- b. Disclosure to a third party other than an insurance institution, agent or insurance support organization which enables the third party to provide Vanliner information it requires to determine your eligibility for an insurance benefit or payment.
- c. Disclosure to a third party other than an insurance institution, agent or insurance support organization for the purpose of detecting or preventing criminal activity, fraud, material misrepresentation or material nondisclosure in connection with an insurance transaction.
- d. Disclosure to an insurance institution, agent, insurance support organization or self-insurer if the information is reasonably necessary to detect or prevent criminal activity, fraud, material misrepresentation or material nondisclosure concerning an insurance transaction.
- e. Disclosure to an insurance institution, agent, insurance support organization or self-insurer if the information is reasonably necessary for either Vanliner or the other party receiving the information to perform their job with regards to an insurance transaction.
- f. Disclosure to a medical professional or medical institution to verify insurance coverage or benefits, informing an individual of a medical problem of which they may be unaware, or conducting operations audit or service audit. However, Vanliner is limited to only disclose enough information reasonably needed to accomplish these purposes.
- g. Disclosure to an insurance regulatory authority.
- h. Disclosure to a law enforcement or related governmental authority to protect Vanliner interests in preventing or prosecuting fraud or if Vanliner reasonably believes you may have broken the law in some other way.
- i. Disclosure to conduct actuarial or research studies provided no individual information is identified in the actuarial or research report. Materials which identify you must be returned to Vanliner or destroyed when no longer needed. The actuarial or research institution must agree not to further disclose the information unless further disclosure would be permitted if done by an insurance institution, agent or insurance support organization.
- j. Disclosure to a person or business for the sole purpose of marketing a product or service as long as no medical information is disclosed. Further, personal information concerning your character, personal habits, general reputation, mode of living or a classification derived from the information may not be disclosed. Further, an opportunity must be given for you to tell us you do not want personal information disclosed for this purpose and have not done so.
- k. Disclosure to an affiliate who will use the information in auditing Vanliner.
- l. Disclosure of nonmedical personal information to an affiliate who will use the information in marketing an insurance product or service. The affiliate must agree not to further disclose the information. Medical information may be disclosed for this purpose only with your written permission.
- m. Disclosure to a group insurance policyholder to report claims experience or audit Vanliner services. Only information reasonably needed for this review or audit may be disclosed.

- n. Disclosure pursuant to your written authorization.
- o. Disclosure pursuant to your written authorization but submitted by another insurance institution, agent or insurance support organization, if this authorization meets legal guidelines imposed on the insurance industry.
- p. Disclosure pursuant to a written authorization signed by you but submitted by someone other than that noted in subsection (o.) immediately above, if this authorization is dated and disclosure is sought within one year of the authorization date .

G. YOUR PRIVACY OPTIONS

For Vanliner to obtain additional personal information other than that listed previously, we need your prior authorization.

For Vanliner to disclose personal information other than that listed previously, we also need your authorization.

H. ACCESS TO PERSONAL INFORMATION

If you request in writing access to specific and reasonably retrievable personal information about yourself, and you have identified yourself in such a way so that we believe no unauthorized party is fraudulently attempting to review your personal information we, or another entity authorized to act on our behalf, will:

- (1) Inform you of the nature and substance of the requested personal information. We may do this in writing, by telephone or by another means of communication.
- (2) Allow you to personally inspect and copy the requested personal information or send to you via U.S. Mail a copy of the requested personal information. We may charge a reasonable fee for this service, and we may employ an insurance support organization to perform the copying and requested disclosure of your personal information.
- (3) Tell you to whom Vanliner has disclosed the requested personal information in the preceding two (2) years. If this is not discernible, we will tell you who normally would receive this type of information.
- (4) Tell you from where Vanliner obtained the requested personal information if from an institutional source.
- (5) Provide to you a summary of the procedures used to correct, amend or delete the requested personal information.

**** Note:** If the information you request is medical information which has been supplied to Vanliner by a medical professional or institution, we may give the information and the source of the information either directly to you or to a medical professional designated by you if this medical professional is licensed to provide medical care with respect to the medical condition to which the personal information relates. If we choose to provide the information to your designated medical professional, we will give you notice the requested information has been so disclosed.

**** Note:** The rights of access noted within this section only apply to information concerning natural persons which has been collected and maintained in connection with an insurance transaction. This section does not apply to personal information collected concerning possible or existing claims, civil proceedings or criminal proceedings.

I. CORRECTION OF PERSONAL INFORMATION

If you request in writing that we correct, amend or delete specific personal information about you that we have in our possession, we will:

- (1) Correct, amend or delete the personal information as requested. If we do this, we will notify you in writing of the change. We will also send notice of the correction, amendment or deletion to:
 - a. any person you designate who may have received this particular information within the preceding two years,
 - b. any insurance support organization that mainly receives personal information from insurance institutions if this support organization has been provided the prior version of the personal information within the preceding seven (7) years and if this support organization currently maintains recorded personal information about you,
 - c. any insurance support organization that furnished to Vanliner the information which has now been corrected, amended or deleted.
- (2) Notify you in writing of our refusal to correct, amend or delete the personal information within Vanliner possession, explain to you the reasons for this refusal, and inform you of your right to file with Vanliner a concise statement clearly illustrating what you believe is the correct information and why you disagree with Vanliner refusal to correct, amend or delete certain information. If you file such a statement, Vanliner shall:
 - a. file the statement along with the disputed personal information and make the statement available to those seeking access to the disputed personal information,
 - b. when subsequently disclosing the disputed personal information, clearly identify the disputed matter and provide your statement along with the disputed personal information,
 - c. provide your statement to any person you designate who may have received this particular information within the preceding two (2) years,
 - d. provide your statement to any insurance support organization that mainly receives personal information from insurance institutions if this support organization has been provided the disputed personal information within the preceding seven (7) years and if this support organization currently maintains recorded personal information about you,
 - e. provide your statement to any insurance support organization that furnished to Vanliner the disputed information.

**** Note:** The rights discussed in this section apply to information concerning natural persons which has been collected and maintained in connection with an insurance transaction. This section does not apply to personal information collected concerning possible or existing claims, civil proceedings or criminal proceedings.

VANLINER INSURANCE COMPANY

**ENDORSEMENT FOR MOTOR COMMON CARRIER POLICIES OF INSURANCE FOR
CARGO LIABILITY UNDER SECTION 10927, TITLE 49 OF THE UNITED STATES CODE**

The policy to which this endorsement is attached is cargo insurance policy, and is hereby amended to assure compliance by the insured, a common carrier of property by motor vehicle, with Section 10927, Title 40 of the United States Code, with reference to making compensation to shippers or consignees for all property belonging to shippers or consignees coming into the possession of such carrier in connection with its transportation service under certificate of public convenience and necessity issued to the insured by the Interstate Commerce Commission, or otherwise in transportation in interstate or foreign commerce subject to Commission rules and regulations.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay, within the limits of liability hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into the possession of the insured in connection with such transportation service, for which loss or damage to insured may be held legally liable, regardless of whether or not the motor vehicles, terminals warehouses, and other facilities used in connection with the transportation of the property hereby insured are specifically described in the policy. The liability of the Company extends to such losses or damages whether occurring on the route or in the territory authorized to be served by the insured or elsewhere.

Within the limits of liability hereinafter provided, it is further understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement by the insured, shall affect in any way the right of any shipper or consignee, or relieve the Company from liability to compensate shippers or consignees, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached are to remain in full force and effect as binding between the insured and the Company. The insured agrees to reimburse the Company for any payment made by the Company on account of any

loss or damage involving a breach of the terms of the policy and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

The liability of the Company for the limits provided in this endorsement shall be continuing one notwithstanding any recovery hereunder. The Company shall not be liable for an amount in excess of \$5,000 in respect to all losses or damages to property hereby insured carried on any on motor vehicle, nor in any event for an amount in excess of \$10,000, in respect to any loss of or damage to or aggregate of losses or damages of or to such property occurring at any one time and place.

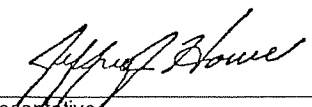
Whenever requested by the Commission, the Company agrees to furnish to the Commission a duplicate original of said policy and all endorsements thereon. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the Interstate Commerce Commission at its office in Washington, D.C., said thirty (30) days' notice to commence to run from the date notice is actually received at the office of said Commission.

Attached to and forming part of Policy Number:
CGV 4980500 00

Issued by VANLINER INSURANCE Company,
(herein called Company) of Fenton, MO., to
ACT OF CLASS RELOCATION, INC.
of INDIAN TRAIL

dated at Fenton, MO this 29 day of
MAY, 2007

Countersigned by:


Authorized Company Representative

VANLINER INSURANCE COMPANY

FORM I

UNIFORM MOTOR CARRIER CARGO INSURANCE ENDORSEMENT

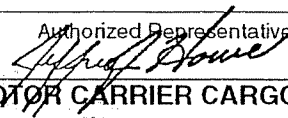
It is agreed that:

1. The certification of the policy, as proof of responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for Motor Carrier Cargo Liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Cargo Certificate of Insurance has been filed with the State Commissions indicated below.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the Insured giving thirty (30) days notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. CGV 4980500 00issued by VANLINER INSURANCE COMPANY, herein calledCompany, of FENTON, MOto ACT OF CLASS RELOCATION, INC. of INDIAN TRAIL NCDated at FENTON, MO this 29 day of MAY

Countersigned by _____

Authorized Representative



X - INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER CARGO CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA	X	VIRGINIA	
DISTRICT OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA			

VANLINER INSURANCE COMPANY

DESCRIPTION OF COVERAGE AND INSURING CONDITIONS

In consideration of the payment of the premium, in reliance upon the statements made in the declarations made a part hereof, and subject to all of the terms of this policy, Vanliner Insurance Company (the "Company") agrees with the Named Insured (the "Insured") as follows:

Coverage A. Liability as Warehousemen

1. Subject to the exclusions set forth below, the Company will pay on behalf of the "Insured" "warehouseman" all sums that the "Insured" shall become legally obligated to pay as "damages" whether imposed by law or assumed by the "Insured" under a contract for storage, because of physical "loss" of, destruction of, or "damage" to goods of others which have been accepted for storage or for preparation for shipment occurring at (1) the premises specified in sections A (1) or A (2) of the "Limits of Liability and Deductible" or (2) at any "storage location" acquired by the "Insured" after the inception date of this policy but only for the first 45 days after such acquisition and then for not more than \$100,000.00 any one "loss", disaster or "occurrence"
2. With respect to "household goods" "government storage", in the event of "loss" resulting from fire, flood, mold, mildew, atmospheric conditions, or similar type of "occurrence", the Company will pay (1) the necessary charges incurred for unpacking, drying, and preparing the report of "damage" required under the terms of the contract between the "Insured" and the United States government, and (2) when the "Insured" is legally liable for "loss" or "damage" to the property, other charges (such as dry cleaning, laundering, oiling finished surfaces and other similar preventative measures, and repacking and restacking the items for continued storage).

Coverage B. Liability as a "Carrier"

The Company will pay on behalf of the "Insured carrier" all sums that the "Insured" shall become legally obligated to pay as "damages", whether imposed by law or assumed by the "Insured" under contract for the transport of goods, because of physical "loss", destruction or "damage" to goods of customers of the "Insured" while said goods are in the care, custody or control of the

"Insured" in the ordinary course of transit, while being held as "storage in transit", or while being moved within the premises of the customer while in the course of an office and/ or industrial move.

Coverage C. Insured's Uncollectible Charges

The Company will pay the "Insured's" "accrued storage charges" and "earned freight charges" if those charges are caused to become uncollectible as a direct result of "loss" or "damage" to the "household goods", but only if "Insured's" liability for such "loss" or "damage" is covered under this policy. However, this coverage shall not apply in the event that the "Insured" is unable to collect such charges where said inability to collect is due, in part or in whole, to the settlement of or payment for a claim for "loss" or "damage".

Coverage D. Customers of the "Insured"

Subject to the exclusions set forth below, the Company will indemnify the customers of the "Insured", or the "Insured" on their behalf, for "loss" arising out of physical "loss" of, destruction of, or "damage" to their "household goods". This coverage applies only to those customers who have secured such insurance. The Company shall issue certificates as evidence of coverage to such customers.

Coverage E. Moving Equipment

The Company shall indemnify the "Insured" in the event of direct physical "loss" or "damage" to moving equipment owned by the "Insured", including pads, dollies, burlap, skids, wardrobes, barrels, cartons, pallets and other similar moving equipment, including "self-propelled vehicles" and lift trucks. Adjustment of such "loss" shall be on the basis of the lesser of: (1) the reasonable cash value of the property at the time of "loss" or "damage", with appropriate allowance for depreciation; or (2) the reasonable amount for which the "Insured" could have the property restored to its condition immediately prior to "loss".

MOVERS' AND WAREHOUSEMEN'S LEGAL LIABILITY POLICY
DESCRIPTION OF COVERAGE AND INSURING CONDITIONS

EXCLUSIONS

A. This policy does not apply to physical "loss" of or "damage" to:

1. Accounts, bills, deeds, evidences of debt, currency, money, bonds, estate documents, financial records, precious metals, bullion, notes, securities, stamps, and letters;
2. Jewelry, watches, precious stones, pearls, furs or garments trimmed with fur accepted for specific fur storage, except when the "Insured" is the "carrier", in which event the coverage is limited to \$5,000 any one "loss", disaster or "occurrence" and only when these items are specifically declared by the "Insured's" customer in writing on a "high value inventory" form or similar form prior to the "Insured" taking possession of such property;
3. Manuscripts, mechanical drawings, blueprints, documents, records, other valuable papers, the contents of computer disks or tapes, computer generated data, and information or data stored on computer hard drives, except as provided for under coverage extension, paragraph 4;
4. Tobacco, tobacco products, drugs, meat and meat products, perishable goods, and alcoholic beverages;
5. Property of others in premises specified in this policy when the "Insured's" relationship to the owner of such property is that of a lessor.

B. This policy does not insure "loss", "damage" or expense nor cover any liability for "loss" "damage" or expense caused by or resulting from:

1. Insects, moths, vermin, latent defect, inherent vice, mechanical or electrical breakdown or malfunction, deterioration and ordinary wear and tear; water and/or moisture, however originating, if the goods and merchandise are stored in a "motor truck" or trailer for a period exceeding thirty (30) days; dampness of atmosphere, mold and mildew, except for shipments under "government storage";
2. Except as provided under Coverage A (2), any cleaning, repairing, restoration or retouching process, unless caused by fire;
3. Delay, loss of profits, loss of market or use, loss of business relationships, loss or interruption of contractual rights or relationships, interruption of business or any other "consequential loss" extending beyond the direct physical "loss" or "damage";
4. All punitive, exemplary or special "damages", "damages" arising from the "Insured's" alleged breach of a statutory or fiduciary duty, or claims for attorneys' fees;
5. An act, omission or order of a shipper;
6. Voluntary and knowingly parting with title or possession of any property of others by the "Insured" or any officer, partner, director, joint adventurer of the "Insured" or any person or persons in the employment or service of the "Insured" (whether such voluntary parting occurs during regular hours of employment of service or not);

7. Forged, altered or modified warehouse receipts, bills of lading, contracts, or similar documents setting forth the terms of the "Insured's" business relationship with its customer;
8. The infidelity, theft, conversion, fraud, intentional acts, and dishonest acts, either or both, of the "Insured", or any person or persons in the employ or service of the "Insured", including independent contractors retained by the "Insured";
9. Failure of electrical appliances or devices, computers, and/or communication devices to operate unless there is external evidence of "damage";
10. With respect to Coverage E, unexplained "loss", mysterious disappearance or "loss" or shortage disclosed on taking inventory;
11. With respect to Coverage A (Warehousemen's Liability), unexplained "loss", "mysterious disappearance" or "loss" or shortage disclosed on taking inventory of "general merchandise", except as provided for under Coverage Extension, paragraph 3;
12. With respect to Coverage A (2), "loss" or "damage" discovered after the property has left the physical custody and control of the "Insured", unless due exceptions have been noted on the "Insured's" inventory sheets by party or parties taking custody of such property or there is visible evidence presented that such "loss" or "damage" occurred during the time the lost or damaged property was in the physical custody or control of the "Insured";
13. (1) Hostile or warlike action in time of peace or war, including action in hindering combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (legal or actual), or by any authority maintaining or using military, naval or air forces; (b) by military, naval or air forces, or (c) by an agent of such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; and (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering combating or defending against an "occurrence", seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation of trade;
14. Nuclear reaction or nuclear radiation or radioactive contamination, whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, this exclusion does not apply to "loss" by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination;
15. With respect to Coverage C, (1) "accrued storage charges" more than 60 days delinquent from the end of the month in which payment was due, and (2) for any such freight charges which are included in any payment made in settlement of a claim;

16. Electrical or magnetic injury, disturbance or erasure of electronic recordings, by whatever cause;
17. Unlawful act or transactions, i.e., own authority moves where the "Insured" does not have proper authority awarded by the federal or state Department of Transportation;

SUPPLEMENTAL COVERAGES

The Company agrees:

1. To investigate all claims arising under Coverages A and B, for such "loss", destruction or "damage" of which the Company shall have notice as hereinafter required;
2. To defend in the "Insured's" name and behalf any "suits" or other proceedings which may be brought against the "Insured" to enforce such claims even if such suits are groundless, false or fraudulent, but the company may make such investigation, negotiation and settlement of any claim or "suit" as it deems expedient whether such claim exceeds policy deductible or not;
3. To pay, irrespective of the Company's limit of liability otherwise specified herein:
 - A. The expense of adjusting all such claims or "suits" which may be settled at the option of the Company without litigation;
 - B. All expenses of litigation and all costs taxed against the "Insured" in proceedings defended by the Company including all premiums for appeal bonds, but without any obligation to apply for or furnish such bonds, and if bond be required to release attachment of the "Insured's" property, the premium on that portion thereof which secures payment of an amount not in excess of the Company's applicable limit of liability hereunder;

- C. All interest occurring after entry of judgment until the Company has paid, tendered, or deposited in court such a judgment as does not exceed the Company's applicable limit of liability thereon; provided, however, if a payment exceeding the sum "Insured" has to be made to dispose of a claim, the liability of the Company to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this policy bears to the amount paid to dispose of the claim.

4. To reimburse the "Insured" for all reasonable expenses, other than loss of earnings or lost profit, incurred at the Company's request.

CONDITIONS

1. **Territorial Limits.** This policy covers only "loss" or "damage" occurring within the forty-eight contiguous states of the United States, the District of Columbia, Canada, or within the states of Alaska or Hawaii.
2. **Misrepresentation and Fraud.** This policy shall be void if the "Insured" has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the "Insured" touching any matter relating to this insurance or the subject thereof, whether before or after a "loss". This policy does not extend coverage to illegal or unlawful transactions.
3. **No Benefit to "bailee".** This insurance shall in no way inure directly to the benefit of any "carrier" or other "bailee" (other than the "Insured").
4. **Other Insurance.** If there is any other property insurance, legal liability or fidelity insurance which, in the absence of this insurance, would cover the property or the liability covered hereunder, then this insurance shall apply only as excess over such other insurance. If two or more of this policy's coverages apply to the same "loss", the Company will pay no more than the actual amount of the "loss".

5. **Inspection and Audit.** This Company shall be permitted, but not obligated to, inspect the "Insured's" property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf or for the benefit of the "Insured" or others, to determine or warrant that such property or operations are safe, or are in compliance with any law, rule or regulation. The company may examine and audit the "Insured's" books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance. Such examination(s) shall not waive nor in any manner affect any of the terms, conditions or limitations of the policy.

6. Claims and Claim Settlements.

A. Protection of Property After loss.

In case of loss or damage to the property insured hereunder, or to property the "Insured's" liability for which is insured hereunder, or to the building(s) in which such property may be located, it shall be lawful and necessary for the "Insured", his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance; nor shall the acts of the "Insured" or the Company in recovering, saving and preserving such property in case of "loss" or "damage" be considered a waiver or an acceptance of abandonment, to the charge whereof the Company will contribute according to the rate and quantity of the sum herein insured.

B. Property of the Insured.

1. The "Insured" shall, as soon as practicable, report to the Company or its agent every "loss" or "damage" which may become a claim under this policy and shall also file with the Company or its agent within ninety (90) days from the date of "loss" a detailed sworn proof of "loss". Failure by the "Insured" to report the said "loss" or "damage" and to file such proof of "loss" shall invalidate any claim under this policy.

2. All adjusted claims shall be paid or made good to the "Insured" within sixty (60) days after presentation and acceptance of satisfactory proof of interest and "loss" at the office of the Company. No "loss" shall be paid hereunder if the "Insured" has collected the same from others.
3. Any "suit", action or proceeding for recovering any "loss" must be filed within twelve (12) months after the discovery of the "loss" by the "Insured". If the applicable state law provides otherwise, the time permitted by law shall apply.
4. If the "Insured" and the Company do not agree as to the amount of "loss", each one shall appoint a competent appraiser. The appraiser shall appoint an umpire; and if they do not agree on an umpire within 15 days, the appraisers shall ask a judge of a court of the state to make the appointment. The agreement of any two of those appointed shall establish the amount to be paid. The company and the "Insured" shall pay the expenses of their own appraisers and shall share equally the expenses of the umpire and any other expenses incurred.

C. "Insured's" Liability as a "Warehouseman" or "Carrier"

1. The "Insured", upon knowledge of a claim or of any "occurrence" which may give rise to a claim, shall give written notice thereof, with the fullest information obtainable, to the Company or its authorized agent as soon as practicable, and if such "occurrence" involved a violation of law, immediate notice thereof shall be given by the "Insured" to the appropriate law enforcement authority. If claim is made or "suit" is brought against the "Insured", the "Insured" shall immediately forward to the Company every demand, notice, summons, or other process received by him or his representative. Failure by the "Insured" to forward to the Company any summons or other legal process received by the "Insured" may be grounds for a denial of coverage.

2. The "Insured" shall not admit any liability; and the Company hereby reserves the right to compromise or contest on behalf and in the name but without expense to the "Insured", any and all claim against the "Insured" in respect of liability covered hereunder. The Company shall not be liable for any expenses or settlement incurred or made by the "Insured" without the written consent of the Company.
3. The "Insured" shall cooperate with the Company in facilitating the investigation and disposition of claims and "suits" and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of "suits".
4. No action shall lie against the Company unless, as a condition precedent thereto, the "Insured" shall have fully complied with all the terms of this policy, nor until the amount of the "Insured's" obligation to pay shall have been finally determined either by judgment against the "Insured" after actual trial or by written agreement of the "Insured", the claimant and the Company.
5. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.
6. Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate shall not relieve the Company of any of its obligations as respects any liability of the "Insured" covered hereunder. Nothing contained in the policy, however, shall give any person or organization any right to join the Company as a co - defendant in any action against the "Insured" to determine the "Insured's" liability.
7. **Subrogation.** If, in the event of "loss" or "damage", the "Insured" shall acquire any right of action against any individual, firm or corporation for "loss" of or "damage" to property covered hereunder, the "Insured" will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan

receipt upon receiving an advance of funds in respect of the "loss" or "damage"; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit "suit" to be brought in the "Insured's" name under the direction of and at the expense of the Company.

8. Cancellation.

- A. The first Named "Insured" shown in the declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
- B. The Company may cancel this policy by mailing or delivering to the first Named "Insured" written notice of cancellation at least 30 days before the effective date of cancellation (10 days if the Company cancels for nonpayment of premium). The Company will mail or deliver its notice to the first Named "Insured's" last mailing address known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- D. In the event of cancellation, the "Insured" shall report all gross receipts and/or other revenues as required which have accrued between the effective date of cancellation and the last report made prior to cancellation and pay premium thereon at the policy rate(s). The Company will send the first Named "Insured" any premium refund due. If the Company cancels, the refund may be less than pro rata. If the First Named "Insured" cancels, the refund will be less than pro rata. Premium adjustment will be made as soon as practicable after the cancellation becomes effective. The cancellation will be effective even if the Company has not made or offered a refund.

9. **Agent.** No person shall be deemed an agent of this Company unless specifically authorized in writing by this Company.
10. **Changes in Policy.** This policy contains all the agreements between the Company and the first Named "Insured" concerning the insurance afforded. No change in this policy may be made except by written endorsement issued by the Company to form a part of this policy.
11. **Conformity to Statute.** Terms of this policy, which are in conflict with the statutes of the state wherein this policy is issued, are hereby amended to conform to such statutes. If any policy provisions are deemed unenforceable, the remaining terms will remain in full force and effect.
12. **Premiums.** The first Named "Insured" is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
13. **Transfer of the Insured's Rights and Duties under this Policy.**
The "Insured's" rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual Named "Insured". Upon the death of an individual Named "Insured", his rights and duties will be transferred to his legal representative, but only while acting within the scope of his duties as such legal representative. Until such a legal representative is appointed, anyone having proper temporary custody of said "Insured's" property will have said "Insured's" rights and duties with respect to that property.
14. **Reporting Condition Endorsement.** It is agreed that if this policy requires monthly, semi - annual or annual reports, an inadvertent error, omission or failure to furnish reports in accordance with the reporting requirement contained herein shall not prejudice the "Insured's" right to recovery, but shall be corrected when discovered and any additional premium due shall be paid. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.
15. **Abandonment.** There can be no abandonment of any property to us.
16. **Recoveries.** Any recovery or "salvage" on a "loss" will accrue entirely to the benefit of the Company until the sum paid by the Company has been received in full.
17. **Destruction Ordered by Civil Authorities.** If this policy covers direct loss or damage to the "Insured's" property caused by fire or the "Insured's" liability for "loss" or "damage" to property of customers by fire, it also covers destruction of such property on order of civil authorities to retard the spread of fire, subject to the lesser of the "Insured's" assumed liability or limits of liability contained herein.
18. **Limits of Liability.** The Company's liability shall not exceed the limits as shown for each coverage or subdivision thereof. Each limit as shown shall apply separately to each "loss". The inclusion of more than one "Insured" shall not increase the Company's liability under this policy.
19. **Deductibles - Reimbursements.**
- A. We will not pay for "loss" or "damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown in the declarations.
 - B. From the total of all adjusted claims arising out of the one "occurrence" to which only one deductible amount applies, the applicable deductible stated in Limits of Liability and Deductibles shall be deducted from any payment hereunder by the Company, but with respect to the total amount of all adjusted claims arising out of one "occurrence" to which more than one deductible amount applies, only the single highest applicable deductible stated in Section I shall be deducted from any payment hereunder by the Company.
 - C. In the event the Company elects to pay any claim in full, including the amount of the "Insured's" deductible, the "Insured" agrees to reimburse the Company for the full amount of such deductibles within ten (10) days of the date of such payment.

- D. The "Insured" agrees to reimburse the Company for any payments made to holders of any storage or transit certificates of insurance issued under this policy, but such reimbursement for each claim shall not exceed the amount shown in Coverage D., Limits of Liability and Deductibles.
- E. In the event that a move, relocation or handling of goods for any one customer takes place over an extended period of time in various "stages", then a separate deductible shall apply per occurrence for each "stage" of the ongoing move.
- 20. Indemnity Agreement-Statutory Endorsements.** The "Insured" agrees to reimburse the Company, within ten (10) days from the time the "Insured" shall have been advised thereof, all sums and amounts of money that the Company has paid and which this Company would not have been required to pay except for the attachment to this policy of any federal, state or provincial endorsement.
- 21. Integration Clause.** If any of the terms of this policy are construed as being unenforceable, the remaining terms and conditions shall remain in full force and effect. The laws of the State of Missouri will apply in construing this policy.
- 22. Coverage Interest.** Coverage upon lawful goods and/or merchandise shall attach only on those goods accepted by the "Insured" and/or its agents for transportation and/or storage for which a proper and valid "bill of lading", warehouse contract or receipt has been issued, making such shipments subject to all the conditions set forth in the "Insured's" published tariffs.
- 23. Date of Loss.** The date of the loss shall be the actual date on which the loss or damage has occurred, if known. If that date is not known, then the date of delivery shall be deemed the date of loss.

COVERAGE EXTENSIONS

1. **Warehouse Lien Sale.** This policy will insure the liability of the "Insured" as a "warehouseman" or "bailee" for failure completely comply with the Uniform Commercial Code Warehouse Lien Sale provisions prior to sale due to negligence, inadvertence or mistake of the "Insured", with the exception of liability due to intentional wrongful acts of the "Insured", subject to a limit of 5% of the limits reflected in the declarations for Coverage A. Liability as a Warehouseman or \$50,000, whichever amount is less, and a deductible of \$1,000 per "occurrence".
2. **Owners Extension.** The Company shall indemnify the "Insured" in the event of direct physical loss or damage to goods and merchandise of the "Insured", but only while they are in the custody of the "Insured" and actually in transit in or on vehicles operated by the "Insured". Such goods and merchandise shall be insured at the amount of invoice, or in the absence of invoice, at cash market value on the date and at the place of shipment, subject to exclusions set forth herein. In the event that said goods and merchandise are loaded on any one vehicle with the goods and merchandise of others, the Company's combined liability shall be limited to the amount of insurance applying to such vehicle. The Coverage afforded by this endorsement does not apply to "loss" or "damage" to goods and merchandise:
 - A. While situated in or on the "Insured's" premises or in any building where the aforementioned vehicle or vehicles are usually kept; or
 - B. For which coverage is afforded under Coverage E of this policy.
3. **Unexplained "loss".** Coverage A. Warehousemen's Liability is extended to apply to unexplained "loss", "mysterious disappearance", or "loss" or shortage disclosed on taking inventory, subject to a \$10,000 deductible per "occurrence" with maximum limits of \$50,000 per "occurrence".
4. **Valuable Papers.** Coverage A. "Insured's" Legal Liability as a "Warehouseman" and Coverage B. "Insured's" Legal Liability as a "Carrier" are extended to cover the legal liability of the "Insured" for manuscripts, mechanical drawings, blueprints, documents, records, other valuable papers, the contents of computer disks or tapes, computer generated data and information or data stored on computer hard drives, for an amount not to exceed \$5,000 annual aggregate. This coverage extension does not apply to "loss" directly resulting from errors or omissions in processing or copying unless fire or explosion ensues, and then only for direct "loss" caused by such ensuing fire or explosion; nor does this coverage extension apply to "loss" due to electrical magnetic injury, disturbance or erasure of recordings, except by lightning. The limit of the Company's liability under this coverage extension for "loss" shall not exceed the lesser of:
 - A. The "actual cash value" of the property at the time of "loss"; or
 - B. The cost to repair or replace the property with other of like kind and quality; or
 - C. The applicable limit of insurance as stated above; or
 - D. The "Insured's" legal liability; or
 - E. The cost to produce from duplicate records, if such are available.All other terms and conditions contained in the policy shall apply to this coverage extension.

5. **"Motor Truck" or Trailer Storage .**
Coverage A. Warehousemen's Liability is extended to apply to "loss" or "damage" caused by water or moisture, however originating, if the goods and merchandise are stored in a "motor truck" or trailer for a period exceeding thirty (30) days, subject to a \$5,000 deductible per "occurrence" with maximum limits of \$20,000 per "occurrence".

6. Debris Removal .

- A. We will pay your expenses to remove debris of covered property caused by or resulting from a covered cause of "loss" that occurs during the policy period.
- B. The most we will pay under this coverage extension is 25% of (1) the amount we pay for the direct physical "loss" to covered property; plus (2) the deductible in this policy applicable to the "loss".
- C. Payment under this coverage extension will not increase the applicable limit of insurance, but if:
- (1) the sum of direct physical "loss" and debris removal expense exceeds the limit of insurance; or
 - (2) the debris removal expense exceeds the amount payable under the 25% limitation; we will pay up to an additional \$5,000 in any one "occurrence" under this coverage extension.
- D. This coverage extension does not apply to costs to: (1) extract pollutants from land or water; or (2) remove, restore or replace polluted land or water.

DEFINITIONS

"accessorial services/charges": Services, other than transportation, outlined in the "carrier's" published tariff and performed by the "mover" at the request of the customer. These charges may include packing, appliance servicing, customs duty, storage, warehouse handling, shuttle service, etc.

"accrued storage charges": Expenses incurred by the "Insured" to store or warehouse a shipment or shipments prior to the "occurrence" of a covered "loss".

"Act of God": An irresistible superhuman cause, such that no reasonable human foresight, prudence, diligence and care can anticipate and/or prevent; flood, earthquake, or other accident or event that is without human intervention and which could not have been prevented by reasonable means; result of natural cause.

"actual cash value": "replacement cost" of the damaged item less depreciation.

"bailee": One who has agreed to maintain custody of the property of another.

"bill of lading": Contract or shipping document outlining the terms of the agreement between the motor "carrier" and its customer.

"care, custody and control": Physical possession of property and/or the legal obligation to exercise care with respect to the handling and safeguard of property.

"carrier": A transporter of lawful goods and/or "general merchandise".

"commercial zone": Defined geographical areas exempt from Department of Transportation (D.O.T.) regulations.

"consequential loss": A "loss" that arises as a result of direct "damage" to property.

"damage": Impairment of the usefulness or value of property as a result of an insured peril.

"earned freight charges": Expenses incurred by the "Insured" to transport a shipment or shipments prior to the "occurrence" of a covered "loss".

"general merchandise": All forms of lawful goods and merchandise held for manufacture, processing or sale or intended for manufacture, processing or sale by customers of the "Insured", but excluding any substance or material that is classified as hazardous material under any state or federal law or regulation.

"government storage": Storage of "household goods" as authorized by a government agency or military installation.

"gross receipts": All revenues derived from the "insured's" operation as a "mover" and "warehouseman", excluding revenues derived from "carriers" other than the Named "Insured".

"gross service revenue": Those charges for handling, packing, crating and/or preparation for shipment.

"gross storage receipts": All receipts, including handling charges, but excluding any valuation charges, received by the "Insured" as a "warehouseman" of "household goods" or "general merchandise".

"gross transportation revenue": The charges for "accessorial services", the actual charges for transporting the property described herein, and the charges for "storage - in - transit" but exclusive of any valuation charges.

"gross valuation charges": Those charges made by the "Insured" on the basis of excess valuation declared or those charges made by the "Insured" for an assumption of liability for amounts in excess of the amounts of liability imposed by law.

"high value inventory": A detailed list of items contained in a shipment, which are individually valued by the shipper in excess of \$100 per pound per article.

"household goods": Personal effects and personal property used or to be used in a dwelling when a part of the equipment or supply of such dwelling; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments; and articles including objects of art, displays and exhibits, which, because of their unusual nature or value, require specialized handling and equipment usually employed in moving "household goods".

- "Insured"**: If the entity designated as the Named "Insured" in the declarations is shown as:
- An individual, then that individual and his/her spouse are "insureds", but only with respect to the conduct of the business of which that individual is the sole owner.
 - A partnership or joint venture, then that partnership/joint venture is an "Insured", together with its members, partners, and their spouses, but only with respect to the conduct of the business of the partnership or joint venture.
 - An organization other than a partnership or joint venture, then that organization is an "Insured", together with its executive officers and directors, but only with respect to their duties as such. Stockholders of the organization are also "insureds", but only with respect to their liability as stockholders.

"linehaul revenue": Charges for "accessorial services", the actual charges for transporting the property described herein, and the charges for "storage - in - transit", but exclusive of any valuation charges.

"location": That portion of the building(s) located at the address(es) scheduled, which is (are) occupied by the "Insured" as a warehouse, including loading platforms, sidetracks, and open areas immediately adjacent thereto.

"loss": Any reduction in quantity, quality, or value of property resulting from an "Insured" peril.

"motor truck": Any truck, tractor or trailer or any combination thereof operating in tandem.

"mover": A transporter of lawful goods and/or "general merchandise".

"mysterious disappearance": unexplained loss of insured goods when there is no identifiable occurrence or event of theft and/or no identified responsible person.

"occurrence": (1) An accident that takes place during the period of insurance under this policy; or (2) in the absence thereof, a continuous or repeated exposure during the period of insurance under this policy to conditions which unexpectedly cause "loss" or destruction of or "damage" to physical property. All such exposures during said period of insurance to substantially the same general conditions existing at or emanating from any one "location" specified in this policy shall be deemed one "occurrence".

"replacement cost": Value of the damaged item without regard for depreciation.

"salvage": Property that has been partially damaged by an insured peril.

"self - propelled vehicle": Forklifts and other vehicles designed for use principally off public roads and for the transportation, lifting or handling of cargo primarily on or next to premises owned or rented by the "Insured".

"stage": Separate facets of a move, relocation, or handling of goods, with intervening periods of 72 hours or more of inactivity related to the move, relocation or handling of goods.

"storage - in - transit": Holding a shipment in the warehouse of the "carrier", while under a "bill of lading", at the request of the shipper, pending further transportation.

"storage location": Commercial warehouse purchased, leased or rented by the "Insured" for use in their business as a "warehouseman". This does not include self - storage facilities, mini warehouses, or any other facility not normally and regularly used for the purpose of commercial storage.

"suit": A civil proceeding in which "loss" or "damage" to which this insurance applies is alleged.

"warehouseman": An "Insured" who operates a facility in which the "Insured" acts as a "bailee" for the storage of lawful goods and/or "general merchandise".

VANLINER INSURANCE COMPANY
MOVER'S AND WAREHOUSEMEN'S LEGAL LIABILITY POLICY

ANNUAL PREMIUM ENDORSEMENT SECTIONS A, B, C, D & E

It agreed that the Insured shall be charged a flat annual premium for coverage under sections A, B, C, D & E of \$ 6,872.

SECTION D

Monthly Reports

- A. The Insured agrees to report to this Company or its duly authorized agent no later than the last day of each month the following:
1. The total amount at risk under certificates of insurance at each storage location specified in the policy;
 2. The total amount at risk under certificates of insurance for property in transit; and
 3. Copies of all transit and/or storage certificates issued during the reporting period.

All other terms and conditions remain unchanged.

VANLINER INSURANCE COMPANY

NONPAYMENT OF DEDUCTIBLES

The "insured" agrees that the terms and payment of deductible billings shall be thirty (30) days from the date of invoice. "Paid" or "payment" is defined as being received by Vanliner Insurance Company.

In the event that the "insured" fails to make payment within the agreed terms, the Company may, at its option, cancel the policy for nonpayment of deductibles. If payment in full of all outstanding

deductible billings is received within the effective date of the cancellation notice period, the policy will be reinstated without lapse in coverage. However, if the "insured" is canceled more than one time during a policy period, the Company may or may not reinstate the policy, at the sole discretion of the Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

Paragraph B. of 8. **Cancellation** Condition is replaced by the following:

B. Cancellation Requirements

(1) Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (a) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2). Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (a) Expiration of the policy term; or
- (b) Anniversary date,
stated in the policy only for one or more of the following reasons:
 - (i) Nonpayment of premium;
 - (ii) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
 - (iii) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

- (iv) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
 - (v) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
 - (vi) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
 - (vii) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58 - 41 - 30;
 - (viii) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
 - (ix) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or
 - (x) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- (3) We will mail or deliver written notice of cancellation to the first Named Insured at least:
- (a) 15 days before the effective date

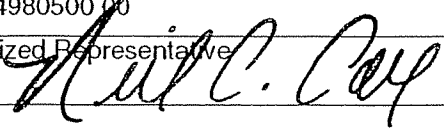
- cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.
4. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
5. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.
- E. The following provisions are added and supersede any other provisions to the contrary:
- 1. Nonrenewal**
- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
- (1) Expiration of the policy if this policy has been written for one year or less; or
- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
- b. We need not mail or deliver the notice of nonrenewal if you have:
- (1) Insured property covered under this policy, under any other insurance policy;
- (2) Accepted replacement coverage; or
- (3) Requested or agreed to nonrenewal of this policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. The written notice of cancellation or nonrenewal will:
- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.



VANLINER INSURANCE COMPANY
MOVER'S AND WAREHOUSEMEN'S LEGAL LIABILITY POLICY
EXCLUSION OF CERTIFIED ACTS OF TERRORISM

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

Endorsement Effective	Policy Number
05/29/2007 AT 12:01 A.M. STANDARD TIME	CGV 4980500 00
Named Insured	Authorized Representative
ACT OF CLASS RELOCATION, INC.	

A. The following exclusion is added:

This Insurance does not apply to:

Terrorism

Any "loss" or "damage" arising, directly or indirectly, out of "a certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entitled affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more person sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any "loss" or "damage" that is otherwise excluded under this policy.

All other terms and conditions of this policy remain unchanged.

**VANLINER INSURANCE COMPANY
MOVERS' AND WAREHOUSEMENS' LEGAL LIABILITY POLICY**

**COVERAGE F.
BUSINESS PERSONAL PROPERTY**

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

Endorsement Effective 05/29/2007 At 12:01 A.M. Standard Time	Policy Number CGV 4980500 00
Named Insured ACT OF CLASS RELOCATION, INC.	Authorized Representative <i>Handwritten Signature</i>

Schedule of Business Personal Property

Address	Limit of Insurance	Coinsurance	Deductible	Replacement Cost (RP) or Actual Cash Value (ACV)
290 UNIONVILLE INDIAN TRAIL RD	\$60,000	100%	1,000	ACV

A. Coverage

We will pay for direct physical loss of or damage to covered property at the premises described in this endorsement caused by or resulting from any covered cause of loss.

1. **Covered Property.** Your business personal property located in or on the premises described in this endorsement or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:
 - a. Furniture and fixtures;
 - b. Machinery and equipment;
 - c. All other personal property owned by you and used in your business;
 - d. Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - i. Made a part of the building or structure you occupy but do not own; and
 - ii. You acquired or made at your expense but cannot legally remove;
 - e. Leased personal property for which you have a contractual responsibility to insure;

2. Property Not Covered.

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Automobiles;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls;
- m. Underground pipes, storage tanks, flue or drains;
- n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media;
- o. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - i. Are licensed for use on public roads; or
 - ii. Are operated principally away from the described premises.
- p. The following property while outside of buildings:
 - i. Grain, hay, straw or other crops;
 - ii. Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants.

3. Covered Causes of Loss.

Covered causes of loss means risks of direct physical loss unless the loss is excluded in Section **B. Exclusions and Limitations** that follow.

4. Additional Coverages.

a. Debris Removal

- i. We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- ii. The most we will pay under this Additional Coverage is 25% of:
 - 1. The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - 2. The deductible in this policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

1. While it is being moved or while temporarily stored at another location; and
2. Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

1. Assumed by contract or agreement prior to loss; or
2. Required by local ordinance.

No deductible applies to this additional coverage.

5. Coverage Extension

- a. **Newly Acquired Property.** You may extend the insurance that applies to your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.
- b. The most we will pay for loss or damage under this Extension is \$100,000 at each building
- c. Insurance under this Extension will end when any of the following first occurs:
 - i. This policy expires.
 - ii. 30 days expire after you acquire or begin to construct the property.
 - iii. You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire property.

B . EXCLUSIONS AND LIMITATIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence of the loss.

a. Earth Movement.

- i. Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- ii. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- 1. Airborne volcanic blast or airborne shock waves;
- 2. Ash, dust or particulate matter; or
- 3. Lava flow.

All volcanic eruptions that occur within any 168 - hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

c. Nuclear Hazard

Nuclear reaction or radiation or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

d. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if the failure of power or other utility service results in a covered cause of loss, we will pay for the loss or damage caused by that covered cause of loss.

e. War and Military Action

- i. War, including undeclared civil war;
- ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

f. Water

- i. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- ii. Mudslide or mudflow;
- iii. Water that backs up or overflows from a sewer, drain or sump; or
- iv. Water under the ground surface pressing or flowing or seeping through:

- 1. Foundations, walls, floors or paved surfaces;
- 2. Basements, whether paved or not; or
- 3. Doors, windows or other openings.

But if water, as described above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
 - i. Wear and tear;
 - ii. Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - iii. Smog;
 - iv. Settling, cracking, shrinking or expansion;
 - v. Nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals.
- vi. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- vii. The following causes of loss to personal property:
 - 1. Dampness or dryness of atmosphere;
 - 2. Changes in or extremes of temperature; or
 - 3. Marring or scratching.
- d. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fire vessel or within the flues or passages through which the gases of combustion pass.
- e. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.
- f. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - i. You do your best to maintain heat in the building or structure; or
 - ii. You drain the equipment and shut off the supply if the heat is not maintained.
- g. Dishonest or criminal act by you, any of your partners, employees, (including leased employees), directors, trustees, authorized representatives or anyone

to whom you entrust the property for any purpose:

- i. Acting alone or in collusion with others; or
- ii. Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- h. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - i. Rain, snow, ice or sleet to personal property in the open.
 - j. Collapse. But if collapse results in a covered cause of loss at the described premises, we will pay for the loss or damage caused by that covered cause of loss.
 - k. Discharge, dispersal, seepage, migration, release or escape of pollutants, unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the specified causes of loss. But if the discharge, dispersal, seepage, migration, release or escape of pollutants results in a specified cause of loss, we will pay for the loss or damage caused by the specified causes of loss.
3. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section:
- a. Personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - i. The building or structure first sustains damage by a covered cause of loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - ii. The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - b. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft. However, this limitation does not apply to:
 - i. Building materials and supplies held for sale by you; or
 - ii. Business Income coverage or Extra Expense coverage.
 - c. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - d. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
4. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss":
- a. Valuable papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.
 - b. Animals.
 - c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken.
 - d. Builder's machinery, tools and equipment owned by you or entrusted to you, provided such property is covered property. However, this limitation does not apply:
 - i. If the property is located on or within 100 feet of the described premises; or
 - ii. To Business Income coverage or to Extra Expense coverage.

5. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the limit of insurance applicable to the covered property.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable limit of insurance shown in this endorsement.

Payments under the following Additional Coverages will not increase the applicable limit of insurance:

1. Preservation of Property; or
2. Debris Removal.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in this endorsement. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Movers' and Warehousemen's Legal Liability Policy Conditions.

1. Appraisal.

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Loss Payment

- i. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 1. Pay the value of lost or damaged property;
 2. Pay the cost of repairing or replacing the lost or damaged property, subject to ii. Below;
 3. Take all or any part of the property at an agreed or appraised value; or
 4. Repair, rebuild or replace the property with other property of like kind and quality, subject to ii. Below.
- ii. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- iii. We will give notice of our intentions within 30 days after we received the sworn proof of loss.
- iv. We will not pay you more than your financial interest in the Covered Property;
- v. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and;
 1. We have reached agreement with you on the amount of loss; and
 2. An appraisal award has been made.

3. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

4. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- i. At actual cash value as of the time of loss or damage, except as provided in ii and iii below;
- ii. Tenant's improvements and betterments at:
 1. Actual cash value of the lost or damaged property if you make repairs promptly.
 2. A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - a. Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - b. Divide the amount determined in a. above by the number of days from the installation of improvements to the expiration of the lease.If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 3. Nothing if others pay for repairs or replacement.
- iii. Valuable papers and records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
 1. Blank materials for reproducing the records; and
 2. Labor to transcribe or copy the records when there is a duplicate.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Movers' and Warehousemen's Legal Liability Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in this endorsement, the following condition applies.

- i. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

1. Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
2. Divide the Limit of Insurance of the property by the figure determined in step 1;
3. Multiply the total amount of loss, before the application of any deductible, by the figure determined in step 2; and
4. Subtract the deductible from the figure determined in step 3.

We will pay the amount determined in step 4 or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

G. OPTIONAL COVERAGE

1. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
2. This Optional coverage does not apply to:
 - i. Manuscripts;
 - ii. Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric - a - brac.
3. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
4. We will not pay on a replacement cost basis for any loss or damage:
 - i. Until the lost or damaged property is actually repaired or replaced; and
 - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
5. We will not pay more for loss or damage on a replacement cost basis than the least of i., ii, or iii., subject to 6 below:
 - i. The limit of insurance applicable to the lost or damaged property;
 - ii. The cost to replace, on the same premises, the lost or damaged property with other property;
 1. Of comparable material and quality; and
 2. Used for the same purpose; or
 - iii. The amount you actually spend that is necessary to repair or replace the lost or damaged property.

H. DEFINITIONS

1. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action ; falling objects; weight of snow, ice or sleet; water damage.
 - i. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.
 - ii. Falling objects does not include loss or damage to:
 1. Personal property in the open; or
 2. Personal property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - iii. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

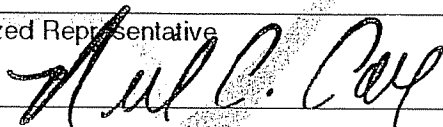
All other terms and conditions of the Movers' and Warehousemen's Legal Liability Policy shall remain unchanged and are incorporated by reference into this endorsement.

**VANLINER INSURANCE COMPANY
MOVER'S AND WAREHOUSEMEN'S LEGAL LIABILITY POLICY**

DEDUCTIBLE CHANGES

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

Endorsement Effective 05/29/2007 At 12:01 A.M. Standard Time	Policy Number CGV 4980500 00
Named "Insured" ACT OF CLASS RELOCATION, INC.	Authorized Representative 

In consideration of the premium charged, the following **EXCLUSION** is added:

- B. This policy does not insure "loss", "damage" or expense nor cover any liability for "loss", "damage" or expense caused by or resulting from:

18. An occurrence while the "insured" is operating under the hauling authority of a "carrier" other than the "insured". This will include, but is not limited to, the application of any chargeback, allocation of "loss" or "damages", deductible or similar charge to the "insured" by such "carrier".

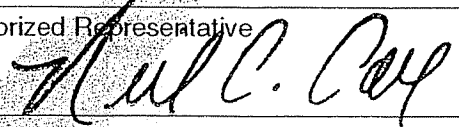
**VANLINER INSURANCE COMPANY
MOVER'S AND WAREHOUSEMEN'S LEGAL LIABILITY POLICY**

NORTH CAROLINA

EXCLUSION OF TERRORISM

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

Endorsement Effective 05/29/2007 At 12:01 A.M. Standard Time	Policy Number CGV 4980500 00
Named "Insured" ACT OF CLASS RELOCATION, INC.	Authorized Representative 

- A. The following exclusion is added:
This insurance does not apply to:

Terrorism

Any "loss" or "damage" caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident of terrorism. Any "loss" or "damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such "loss" or "damage". However, this exclusion applies only when one or more of the following are attributed to an incident of terrorism:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entitled affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

Endorsement VL6329 is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005, unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible in 2004 is 10% of the total of our previous year's direct earned premiums. In 2005, that figure is 15%. The government's share is 90% of the terrorism losses paid by us above the deductible.

Endorsement VL6329 treats terrorism as follows:

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
 - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
 - Fifty or more persons sustain death or serious physical injury; or

(To determine whether the threshold for property damage (\$25 million) and persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or

FOR USE WITH VL6329:
Conditional Exclusion Of Terrorism (Relating To Disposition
Of Federal Terrorism Risk Insurance Act Of 2002)

NOTICE TO POLICYHOLDERS

POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005, unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

YOUR POLICY AT START OF NEW POLICY TERM:

This policy contains an endorsement excluding coverage for "certified acts of terrorism", which is more fully defined in the endorsement but involves acts of terrorism by or on behalf of a foreign interest.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

Endorsement VL6329 is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005, unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible in 2004 is 10% of the total of our previous year's direct earned premiums. In 2005, that figure is 15%. The government's share is 90% of the terrorism losses paid by us above the deductible.

Endorsement VL6329 treats terrorism as follows:

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
 - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
 - Fifty or more persons sustain death or serious physical injury; or

(To determine whether the threshold for property damage (\$25 million) and persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or

- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.




VANLINER INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAMILIES FIRST DEDUCTIBLE ENDORSEMENT

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

Endorsement Effective 05/29/2007 At 12:01 A.M. Standard Time	Policy Number CGV 4980500 00
Named "Insured" ACT OF CLASS RELOCATION, INC.	Countersigned by  (Authorized Representative)

It is hereby understood and agreed that Coverage B (Insured's Legal Liability as a Carrier) is amended to include a deductible in the amount of no less than \$5,000 per any one occurrence, applicable to all sums that the "Insured" shall become legally obligated to pay as "damages" assumed by the "Insured" under the Military Surface Deployment and Distribution Command - Families First contract.

All other terms and conditions of the policy remain unchanged.